



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
859C3021

PAGE
1

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

VENDOR

*709035622 304-744-6317
 BAYLISS & RAMEY INC
 PO BOX 503
 DUNBAR WV 25064

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/30/2009				

BID OPENING DATE: 04/29/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		936-86		
<p>TRAFFIC SIGNAL/SYSTEMS AND INTELLIGENT MAINTENANCE</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE STATEWIDE TRAFFIC SIGNAL/SYSTEMS AND INTELLIGENT TRANSPORTATION SYSTEMS (ITS) MAINTENANCE FOR THE WEST VIRGINIA DIVISION OF HIGHWAYS PER THE ATTACHED SPECIFICATIONS.</p> <p>A MANDATORY PRE-BID MEETING SHALL BE HELD ON 04/14/2009 AT 10:00 AM, STATE CAPITOL COMPLEX, BUILDING #5, ROOM 505, 1900 KANAWHA BLVD, CHARLESTON WV 25305. FAILURE TO ATTEND THE PRE-BID MEETING WILL RESULT IN BID DISQUALIFICATION.</p> <p>QUESTIONS: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH CLOSE OF BUSINESS (5:00 PM EST) ON FRIDAY, 04/10/09.</p> <p>SEND YOUR QUESTIONS TO: PURCHASING DIVISION ATTENTION MICHAEL AUSTIN 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305</p> <p>QUESTIONS MAY BE SENT VIA FAX, E-MAIL, OR REGULAR MAIL E-MAIL: MICHAEL.D.AUSTIN@WV.GOV FAX: 304-558-4115</p> <p>IT IS THE VENDORS RESPONSIBILITY TO VERIFY THAT THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2402.</p>						

RECEIVED
 2009 APR 29 PM 12:38
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>Mark R. ...</i>	304-744-6317	April 29, 2009	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
Vice-President	55-0343932		

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, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a 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



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<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 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF THREE (3) 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Mark R. Ramey</i>	304-744-6317	April 29, 2009
TITLE	FERN	ADDRESS CHANGES TO BE NOTED ABOVE
Vice-President	55-0343932	

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<p>NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM 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, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED 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</p>						

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SIGNATURE	TELEPHONE	DATE
<i>Mark E. Ramey</i>	304-744-6317	April 29, 2009
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<p>DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR XXXXXXXXXXXX COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>(XX) BONDS: FIVE PERCENT (5%) 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 ALSO FURNISH A PERFORMANCE BOND AND LABOR</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark R. Bayliss</i>	TELEPHONE 304-744-6317	DATE April 29, 2009
TITLE Vice-President	FEIN 55-0343932	ADDRESS CHANGES TO BE NOTED ABOVE

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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.

.....
Mark R. Ramey.....SIGNATURE
 Bayliss & Ramey, Inc.COMPANY
 April 29, 2009.....DATE

REV. 11/96

CONTRACTORS LICENSE

WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.

WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.

BIDDER TO COMPLETE:

CONTRACTORS NAME: Bayliss & Ramey, Inc.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark R. Ramey</i>	TELEPHONE 304-744-6317	DATE April 29, 2009
TITLE Vice-President	FEIN 55-0343932	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CONTRACTORS LICENSE NO.:WV000856.....</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark R. Ramey</i>	TELEPHONE 304-744-6317	DATE April 29, 2009
TITLE Vice-President	FEIN 55-0343932	ADDRESS CHANGES TO BE NOTED ABOVE

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Rev 3 13 2009

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

DIVISION OF HIGHWAYS (WVDOH) – TRAFFIC ENGINEERING DIVISION

“ITS and Traffic Signal System’s Maintenance Contract”

1.0 PURPOSE

To furnish complete ON-CALL TRAFFIC SIGNAL/SYSTEMS - SYSTEM OPERATIONS, and ITS SYSTEMS general maintenance, upgrades, as well as scheduled, unscheduled and emergency repairs. Service shall include furnishing all labor, tools, equipment and personnel necessary to provide the services as described in the bid documents. All work shall be performed in accordance with WVDOH standards and technical specifications. Intent is to award to one vendor.

2.0 GENERAL INFORMATION

The State of West Virginia has had a long history providing maintenance efforts for the 1400+ traffic signals/95 traffic signal systems, 15+ dynamic message signs (DMS) and 40+ roadway weather information systems (RWIS) statewide. Additionally the WVDOH has also provided crucial maintenance and traffic engineering operations/design needs for many municipalities statewide that lack the staffing or expertise to perform these services. It is the intent of this contract to provide maintenance and related engineering operations/design (relating to repairs or modifications) as primary support of these functions to the WVDOH and other agencies within the State of West Virginia. This contract shall be an annual contract, with the option to renew up to two years and shall be limited to the availability of funds.

The intent of this contract is to provide the West Virginia Division of Highways, as well as other state or local agencies, additional resources to perform various maintenance and related engineering services to repair and maintain traffic signals/traffic signal systems, flashing lights/beacons, Intelligent Transportation System (ITS) devices owned or maintained by the WVDOH and/or municipalities. These signals, flashing beacons, and associated systems must be maintained in reliable and proper manner to ensure the safe and efficient operation of the State and local transportation system. The State will provide for this maintenance through a Traffic Signal/Systems/ITS Firm/Contractor. The contract will be divided into two categories: routine preventive activities and contract maintenance. Routine preventative activities will be performed on a pre-set schedule to reduce the incidence of malfunctions, reduce complaints, and extend the useful life of the signal equipment. Contract maintenance activities will include the repair of damages resulting from traffic collisions, natural disasters (i.e. excessive rain, floods, earthquakes, electrical spikes, etc.), vandalism, roadway failures, roadway resurfacing, etc. Contract maintenance activities may also entail signal modifications to improve traffic signal/system’s operation and reduce congestion.

The selected Firm/Contractor shall be readily available to perform such tasks when requested by the WVDOH and or municipalities. The ability to complete maintenance assignments in short timeframes will be seriously evaluated. Response time is a critical element of this contract and under emergency call-out a six (6) hour statewide response time will be required.

This contract shall consist of virtually all maintenance and operations work with regard to traffic signals/systems, as well as flashing beacon installations (except for navigation beacons) statewide. All work will be performed on state owned rights-of-way.

3.0 BIDDING PROCEDURES

The current purchasing procedures regarding bidding as established by the Department of Administration, Purchasing Division shall apply. Failure to submit the "Request for Quotation" forms, complete in its entirety and according to directions indicated, may subject the bidder to disqualification.

4.0 SPECIFICATIONS

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

4.1 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 solely 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.

4.2 MANDATORY SPECIFICATIONS

All specifications that are 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.

A mandatory pre-bid conference is scheduled for this statewide maintenance as stated in the RFQ.

5.0 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 unit cost vendor that meets or exceeds the specifications and mandatory requirements.

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. Firm/Contractor shall replace controllers/master controllers/ video cameras of the same model/manufacturer per site. 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. Award will be based on the total bid item amount as listed.

The Firm/Contractor shall provide all materials and equipment that must meet or exceed current WVDOH specifications, and/or WVDOH Traffic Engineering Division Approved Products Listing (APL). The WVDOH shall reserve the right to approve any materials /components that are not on the State's APL. The State of West Virginia's traffic signal/systems utilize NEMA TS-1 standards and are represented by either Siemen's Eagle or Econolite products – which includes the bulk of the traffic controller, cabinets and system software. All replacement equipment shall meet the existing intersection/interchange equipment manufacturer, or the system's make and manufacturer's specifications. All proposed pricing shall include all equipment, product, labor, installation, removal or disposal and delivery. Freight on Board (FOB) destination.

Awarded Firm/Contractor must provide certificate of insurance prior to start of work at a minimum. The Firm/Contractor shall supply all necessary materials for performance of the on-call work and for ensuring that the quality of the products supplied meets the requirements specified. All items must be new. The Firm/Contractor shall provide the WVDOH ITS Coordinator with the following information prior to commencing award of the contract:

6.1 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.

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 shall be required

7.2 Insurance Requirements: \$1,000,000 Professional Liability

Worker's Compensation Certificate upon award

8.0 VENDOR RELATIONSHIPS:

The relationship of the firm to the State shall be that of an independent Firm/Contractor and no principal-agent relationship or employer-employee relationship is contemplated created by the parties to this contract. The firm as an independent Firm/Contractor is solely liable for the acts and omissions of its employees and agents.

Firm shall be responsible for selecting, supervising and compensating all individuals employed pursuant to the terms of this RFQ and resulting contract. Neither the firm nor any employees or contractors of the firm shall be deemed to be employees of the State for any purposes whatsoever.

The Firm/Contractor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

The Firm shall hold harmless the State, and shall provide the State and Agency with a defense against all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns.

The firm shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, associations or entity without expressed written consent of the Agency.

9.0 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 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 by 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.

10.0 GOVERNING LAW:

This contract shall be governed by the laws of the State of West Virginia, West Virginia Division of Highways' Standard Specifications, and Supplemental Specifications issued January 1, 2009, WVDOH Traffic Engineering Directives, and the Manual on Uniform Traffic Control (MUTCD) by reference in 23 CFR part 655, subpart F and approved by the Federal Highway Administrator,

states that all traffic control devices must be installed by a public authority or other official jurisdiction. Other standards used in traffic signal maintenance include the National Electrical Manufacturers Association (NEMA) Standards for transportation systems. 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.

11.0 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 Firm/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.

12.0 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.

13.0 TERM OF CONTRACT:

This contract will be effective (date set upon award) and shall extend until the scope of work is complete or for three (3), one (1) consecutive twelve (12) month periods. The contract may be renewed upon mutual consent for two (2) additional consecutive one (1) year periods or until such reasonable time as may be necessary to obtain a new contract or to complete work.

14.0 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.

15.0 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 State 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.

16.0 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. The Traffic Engineering Division retains to the right to require payment by VISA. The firm submitting quotations should take into account any fees associated with this exchange.

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.

17.0 LIQUIDATED DAMAGES:

According to West Virginia State Code 5A-3-4(8), Firm/Contractor agrees that liquidated damages shall be imposed at the rate of \$2,000 per day, for failure to provide maintenance upon receipt of work order (work order can be in the form of FAX, Email, Mail, or Telephone Delivery) for all non-emergency work defined by this contract. The Firm/Contractor agrees that liquidated damages shall be imposed at the rate of \$5,000 per day for failure to provide emergency maintenance in a timely manner as addressed by this contract.

18.0 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.

19.0 COOPERATIVE PURCHASING EFFORT:

Other governmental agencies including state agencies, municipalities and school districts, etc., may be extended the opportunity to purchase off this Bid with the agreement of the successful vendor. The Host Agency will notify the Vendor and the WVDOH and/or Group wishing to participate, in writing. Each agency/group desiring to participate shall establish its own contract, issue its own orders, be involved and make its own payments and issue its own exemption certificates as required by the Vendor.

20.0 SCOPE OF WORK

Work relating to traffic signal/systems to be performed under this contract includes, but is not limited to:

1. Maintenance, repair and emergency services. This may be scheduled or unscheduled.
 - a. Additions and/or modifications to the traffic control equipment serviced under this contract.
 - b. Installation of equipment and/or materials for minor signal installations in reparation of a signalized intersection/interchange.
2. Traffic engineering maintenance services.
 - a. Periodic evaluation of the Malfunctioning Monitoring Unit (MMU), and Controller/Master Controller, and Communications system.
 - b. Periodic evaluation of the Cabinetry and Circuitry.
3. Changes in signal/system timing as authorized by the ITS Coordinator or his/her designee.
4. Maintenance/Installation/Reparation of school zone flashers and warning beacons.
5. Maintenance, and/or modification of Detection Systems to include but not limited to Video Detection Systems, as well as Advance Radar Detection Systems.

Work relating to ITS to be done under this contract includes, but not limited to:

1. Maintenance, repair and emergency services. This may be scheduled or unscheduled.
 - a. Additions and/or modifications to ITS equipment serviced under this contract.
2. ITS maintenance services.
 - a. Periodic evaluation of the evaluation of the Dynamic Message Signs (DMS), Roadway Weather Information Systems (RWIS), Closed Circuit Television Systems (CCTV), and communications systems.
 - b. Periodic evaluation of the Cabinetry and Circuitry.
3. Changes in ITS systems as authorized by the ITS Coordinator or his/her designee.

21.0 WORK ORDERS:

Work Orders shall be notices to begin specific assignments under this contract. Emergency work orders shall be issued through communications initiated by the West Virginia Division of Highway's Traffic Management Center (TMC). This TMC operates as a statewide communications center and is operational 24/7/365. All emergency work orders initiated by the TMC will be time and date stamped. The Firm/Contractor shall contact the TMC on completion of each emergency order at (304) 558-3028. All non-emergency work workers shall be issued by fax or letter to the Firm/Contractor as notice to proceed.

22.0 MAINTENANCE OF TRAFFIC:

All street detours, partial or complete, shall be approved by the WVDOH or contract agency. All construction and maintenance operations which may create hazards to vehicles, pedestrians, or workers shall require temporary traffic control devices as specified by the Manual on Temporary Traffic Control for Streets and Highways-2006 as required and published by the WVDOH.

23.0 INVENTORY OF MATERIALS:

It shall be the responsibility of the Firm/Contractor to stock materials and parts (such as bulbs, LED modules, traffic signal heads/hardware, switches, controllers, malfunction monitoring units, modems, load-switches, detectors, wiring, 'Groundhog detectors', etc) as may be needed for normal and emergency repair of traffic control equipment. In addition, the Firm/Contractor should stock the necessary parts and equipment including but not limited to control cabinetry, signal arms, etc. as necessary to restore an intersection to an operating condition on an emergency basis. The WVDOH reserves the right to provide equipment to the Firm/Contractor for maintenance.

24.0 REPLACEMENT OF MATERIALS, PARTS OR UNITS:

All materials, parts or units used in the course of performing ON-CALL TRAFFIC SIGNAL SYSTEM MAINTENANCE AND REPAIR SERVICES or repair shall be supplied by the Firm/Contractor except as directed otherwise by the ITS Coordinator or his/her designee. These materials shall be subject to the WVDOH Approved Products List (APL). The WVDOH reserves the right to supply Firm/Contractor with any applicable materials.

25.0 SUMMARY OF SERVICES:

Maintenance, Repair, or Emergency Service: All malfunctions of ITS components to include DMS LED modules, as well as traffic signal/system components to include the controller and/or necessary equipment reported to the Firm/Contractor shall be considered an emergency. Any damage which in the opinion of the WVDOH or other authorized persons/agencies constitutes a serious hazard to the public and shall be considered an emergency. In such instances, the Firm/Contractor shall respond to the site, statewide, within six (6) hours from the time the Firm/Contractor received the report.

- 26.1 Records of On-Call Service: A current detailed report of all repairs and extra work will be supplied to the WVDOH Traffic Engineering Division on a monthly basis and upon demand when required. This report shall be in a convenient and easily understood format and shall include as a minimum the location, description of the problem or on-call work done, the time and date the call was received, and the time and date the problem was corrected. Original copies as well as computer diskette information will be maintained by the Firm/Contractor for the duration of the contract.
- 26.2 Quality Control/Testing: The Firm/Contractor shall be responsible for ensuring that quality control and testing of the products supplied are in conformance with the requirements specified. To this end, each project associated with a work order shall require an on-site journeyman electrician, or traffic signal/system technician (as per #30.0). The Firm/Contractor shall also be responsible for providing copies of all test results to the WVDOH ITS Coordinator within twenty (20) days. Quality testing/review shall be reviewed and submitted by a licensed engineer as to satisfy future legal requirements.
- 26.3 Traffic Signal/System Timing/Operation/Design: The Firm/Contractor shall be responsible for ensuring that the reparations performed at each signalized intersection, or if the signalized intersection is part and parcel of a larger system, that all coordination, timing, phasing, as well as ancillary testing or operations are performed that meet WVDOH desired parameters or the MUTCD. The WVDOH may specify that minor operations or design changes be initiated to either increase performance of the said intersection/interchange, or signal system.
- 26.4 Preventative Maintenance –“Major” (Traffic Signal Installations): If requested, the following items shall be required within this maintenance contract as referenced in bidding this contract:
- A. Cabinet Equipment.
1. Visually inspect the cabinet for damage.
 2. Visually inspect lightning surge protection for damage.
 3. Check and record the safety ground rod for conductivity in Ohms.
 4. Check that cabinet drawings are legible and in good condition.
- B. Cabinet Service.
1. Check all breaker connections.
 2. Check all ground connections.
 3. Check and record service voltage.
 4. Check and record service amperage.
- C. Cabinet General Operation
1. Check thermostat and fan operation.
 2. Check for GFCI convenience receptacle.
 3. Check relays.

4. Check cabinet light.
5. Check for proper load switch seating.

D. Cabinet Switch Operation.

1. Check Police Switches
2. Check Cabinet Switches

E. Cabinet Mechanics.

1. Inspect locking mechanism and hinges.
2. Check anchor bolts for deterioration.
3. Check cabinet documentation.
4. Check cabinet weatherproofing.
5. Check for cabinet filter.

F. Controller.

1. New Controller SN# /Register SN#
2. Check controller settings with intersection timing sheet if applicable.
3. Check for correct time and date.
4. Insure all calls are placed on each phase and serviced.
5. Check 24V DC controller output.
6. Measure controllers monitor output.

G. Conflict Monitor.

1. New Conflict Monitor SN#/register SN#
2. Insure Load Switches and traffic signal indications are the same
3. Check for correct time and date.

H. Vehicle Detection.

1. Check amplifiers for proper settings and operation.
2. Check video detection for proper settings and operation.

I. Pedestrian Detection.

1. Inspect pedestrian push buttons.
2. Operate each push button and check for proper operation.
3. Inspect pedestrian's signs and markings.

J. Mast Arm Intersections.

1. Check all exposed signal cable for jacket and insulation damage.
2. Check all nuts and bolts on mast arm and signal heads for proper tightness.

3. Check hand hole covers for proper installation.
4. Measure and record height of lowest point of signal to roadbed beneath. FT/IN

K. Signal Indications.

1. Check alignment of signal heads.
2. Make sure signal head has drip loop.
3. Check condition and mounting of back plates.

L. Signal Heads.

1. Check reflectors.
2. Check signal door gasket.
3. Check signal head lenses.
4. Check hoods and louvers.
5. Check signal door hinges and wing nut attachments.
6. Check signal head hardware for damage.
7. Check all electrical connections.
8. Check head visibility and alignment.

M. Traffic Control Signs and Markings.

1. Check signals, signs, and markings for agreement.

N. Interconnect.

1. Check overall operation of installed system.

O. Video Detection.

1. Check for proper zone alignment and assignment (phase and channel).
2. Check zones to insure proper vehicle detection and controller receiving calls.
3. Check video wiring/coax connections for all cameras.
4. Check for proper alignment of all cameras.

P. Fire Pre-emption

1. Check channels for proper phasing using portable emitter.
2. Test for communication with all detectors
3. Check detectors for proper alignment (all detectors).
4. Check detector brackets and hardware for tightness and proper mounting.
5. Check wiring for proper connection within detector.
6. Check confirmation light operation

- 26.5 Preventative Maintenance – “LED – Minor” (Traffic Signal Installations): If requested, the following items may be introduced within this maintenance contract for reference in bidding this contract:

1. Replace all LED indications (Typically eight phase intersection).
 2. Clean signal controller cabinets and components.
 3. Check all field wiring for inadequacies (i.e. proper grounding, etc.)
 4. Clean video detection cameras
 5. Check signal heads, signal poles, and associated hardware for damage and make repairs as necessary.
- 26.6 Preventative Maintenance – “Video Detection Cleaning – Minor” (Traffic Signal Installations): If requested, the following items may be introduced within this maintenance contract as referenced in bidding this contract:
1. Clean signal controller cabinets and components.
 2. Clean video detection cameras
 3. Check signal heads, signal poles, and associated hardware for damage and make repairs as necessary.
- 26.7 Preventative Maintenance – “Video Detection Replacement – Major” (Traffic Signal Installations): If requested, the following items may be introduced within this maintenance contract as referenced in bidding this contract:
1. Replace Video Detection Camera
- 26.8 Preventative Maintenance “ITS Installations – “DMS” If requested, the following items may be introduced within this maintenance contract as referenced in bidding this contract:
1. Clean controller cabinets and components.
 2. Check all field wiring for inadequacies (i.e. proper grounding, etc.)
 3. Check fans/replace exhaust filters (DMS) to ensure adequate operation.
 4. Check for adequate power levels in the communications cable that links signals within a system.
- 26.9 Preventative Maintenance “ITS Installations - CCTV” If requested, the following items may be introduced within this maintenance contract for reference in bidding this contract:
1. Clean CCTV cameras as applicable
- 26.10 Preventative Maintenance “MMU” If requested, the following items may be introduced within this maintenance contract for reference in bidding this contract:
1. Testing of Malfunctioning Monitoring Unit as applicable
- 27.0 SIGNAL LIST: A listing of signalized intersections or interchanges shall be provided to the awarded Firm/Contractor for its use. A listing of signal equipment will be provided, but this listing may not be complete or up-to-date. The Firm/Contractor shall provide the WVDOH/Agency an updated inventory when working at a particular site.

- 28.0 ITS Installations: A listing of ITS (RWIS, CCTV, DMS, etc.) shall be provided to the awarded Firm/Contractor for its use. A listing of ITS equipment will be provided, but this listing may not be complete or up-to-date. The Firm/Contractor shall provide the WVDOH/Agency an updated inventory when working at a particular site.

MANDATORY REQUIREMENTS

29.0 REQUIRED TECHNICAL STAFF/KNOWLEDGE/AFFILIATIONS

The Firm/Contractor shall have present, during any on-call repair and/or maintenance work, sufficient and qualified personnel to properly perform work. All traffic signal/system's services provided under terms and conditions of this agreement shall be performed by technicians with a minimum requirement of West Virginia Electrical Journeyman License, and by personnel that have three (3) or more years of experience with WVDOH NEMA TS-1 traffic signal maintenance. All projects associated to work orders shall have a journeyman electrician, or experienced traffic/signal technician (as defined in #30.0) on-site. All ITS services provided under terms and conditions of this agreement shall be performed by technicians with a minimum requirement of West Virginia Electrical Journeyman License, and by personnel that have experience with construction or maintenance of ITS systems as defined as DMS, RWIS, and communications systems. To this end, firms must have experience in construction and maintenance of NEMA TS-1 traffic signal and traffic signal systems.

A minimum of thirty (30) years of combined experience in the construction of both NEMA traffic signal installations and traffic signal systems within West Virginia is required.

Does your firm meet this minimum requirement? YES NO

A minimum of ten (10) years of combined experience in maintenance of both NEMA traffic signal installations and traffic signal systems within West Virginia is required.

Does your firm meet this minimum requirement? YES NO

A minimum of six (6) personnel shall have a West Virginia Electrical Journeyman License.

Does your firm meet this minimum requirement? YES NO

- 30.0 A minimum of 10 years of combined, full-time experience in NEMA traffic signal/system experience, familiarity with WVDOH specifications, protocols and equipment maintenance. Ideally, this contract would employ a minimum of two (2) technicians/electricians with the aforementioned experience.

Does your firm meet this minimum requirement? YES NO

31.0 The Firm/Contractor shall present a listing of each of proposed personnel, along with a biography and working history of the following labor classes:

- Traffic Signal Technician(s) with required traffic signal/system maintenance experience

-Traffic Signal Technician(s)/Licensed Electrical Journeyman with traffic signal/system construction experience.

32.0 The ability to analyze and perform complicated traffic signal/system design, maintenance and management is crucial in evaluating the overall operations of a traffic signal/system. To this end, the firm must retain an individual(s) that is registered as a Professional Civil Engineering and is licensed within the State of West Virginia. Furthermore, this individual(s) must have a minimum of three (3) years experience with NEMA TS-1 traffic signal/systems.

Does your firm meet this minimum requirement?

YES NO

33.0 The Firm/Contractor must have a relationship and experience with the two (2) traffic signal/system vendors that provide equipment within the State of West Virginia: (1) Pathmaster, Inc. – Econolite Traffic Signal/Systems vendor, and (2) RGA, Inc. – Eagle (Siemens) Traffic Signal/Systems vendor. It may be necessary that the successful Firm/Contractor may be required to stockpile necessary equipment for emergency traffic signal/system repair, therefore a necessary relationship must be established between the Firm/Contractor and both vendors. The proposed Firm/Contractor must submit written confirmation from both vendors that states the successful Firm/Contractor may procure all traffic signal/system equipment from both vendors.

Does your firm have construction and maintenance experience with both vendors?

YES NO

Has your firm included a written confirmation from both vendors as to future procurement of materials?

YES NO

34.0 REQUIRED RESPONSE TIME

Response time is critical with regard to emergency traffic signal/system maintenance. The WVDOH, along with other statewide jurisdictions rely on critical response times in order to reduce possible catastrophic situations with regard to traffic signal/systems malfunctions and to increase safety at these locations.

To this end, continuous maintenance, emergency services, and system's operations shall be provided by the Firm/Contractor on a twenty-four (24) hour, three hundred sixty Five (365) day per year basis for the entire contract award period. The Firm/Contractor shall provide and maintain twenty-four (24) hour continuous telephone answering service and the Firm/Contractor shall be considered notified when the information is given to the answering

service. All changes in the telephone/paging number shall be preceded by a written notice to the WVDOH/Agency at least one (1) week prior to the date of change.

The Firm/Contractor must be able to respond to any traffic signal/system within the State within six (6) hours upon notice of an emergency work order.

Does your firm meet this minimum requirement? YES NO

35.0 EQUIPMENT

The Firm/Contractor must maintain a minimum fleet of service trucks which shall be capable of doing the work covered under this agreement. The minimum required vehicles shall include - two (2) primary backup emergency services trucks, four (4) bucket trucks, a digger/excavation truck. Each vehicle shall be clearly identified with the Firm/Contractor's name and telephone number. The approved Firm/Contractor shall be provided with official WVDOH documentation.

Does your firm meet this minimum requirement? YES NO

PRICE SCHEDULE

36.0 MILEAGE:

The Firm/Contractor shall be compensated \$0.50/mile/motorized vehicle on the outbound travel from the county seat where the on-call Firm/Contractor's response team originates, to the county seat of the response destination.

MOST WORK WILL BE BILLED BASED ON TIME AND MATERIALS

- I. PREVENTATIVE ROUTINE MAINTENANCE "MAJOR" TRAFFIC SIGNAL INTERSECTIONS (26.4 reference) -INTERCHANGES (AS LISTED) IF REQUIRED:

DESCRIPTION	QTY	UNIT COST	TOTAL
Intersection Vehicle Signal 4 or 8 phase	130	\$ 2,200.00	\$ 286,000.00
Mid Block Pedestrian Signal	20	\$ 400.00	\$ 8,000.00

- II. PREVENTATIVE ROUTINE MAINTENANCE "LED - MINOR" TRAFFIC SIGNAL EQUIPMENT (26.5 reference) INTERSECTION/INTERCHANGE

DESCRIPTION	QTY	UNIT COST	TOTAL
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Intersection Vehicle Signal 8-phase	20	<u>\$1,100.00</u>	<u>\$ 22,000.00</u>
Mid Block Pedestrian Signal 4-phase	5	<u>\$ 500.00</u>	<u>\$ 2,500.00</u>
<hr/>			

III. PREVENTATIVE ROUTINE MAINTENANCE "VIDEO DETECTION CLEANING" TRAFFIC SIGNAL
(26.6 reference) EQUIPMENT INTERSECTION/INTERCHANGE

DESCRIPTION	QTY	UNIT COST	TOTAL
Intersection Vehicle Signal 8-phase	20	\$ <u>750.00</u>	\$ <u>15,000.00</u>
Mid Block Pedestrian Signal 4-phase	5	\$ <u>400.00</u>	\$ <u>2,000.00</u>

IV. REPLACEMENT OF VIDEO DETECTION – MAJOR (26.7 reference)

DESCRIPTION	QTY	UNIT COST	TOTAL
Per Video Detector	20	\$ <u>4,800.00</u>	\$ <u>96,000.00</u>

V. PREVENTATIVE MAINTENANCE "ITS INSTALLATIONS – "DMS" (26.8 reference)

DESCRIPTION	QTY	UNIT COST	TOTAL
Per DMS Locations	20	\$ <u>500.00</u>	\$ <u>10,000.00</u>

VI. PREVENTATIVE MAINTENANCE "ITS INSTALLATIONS – "CCTV" (26.9 reference)

DESCRIPTION	QTY	UNIT COST	TOTAL
Per CCTV	20	\$ <u>600.00</u>	\$ <u>12,000.00</u>

VII. PREVENTATIVE MAINTENANCE "MMU" (26.10 reference)

DESCRIPTION	QTY	UNIT COST	TOTAL
Per Intersection	50	\$ <u>450.00</u>	\$ <u>22,500.00</u>

VIII. EQUIPMENT HOURLY RATE

VEHICLE EQUIPMENT	HOURS	HOURLY RATE	
1. BUCKET TRUCK	40	\$ <u>20.00</u>	\$ <u>800.00</u>
2. BOOM/DIGGER TRUCK	40	\$ <u>18.00</u>	\$ <u>720.00</u>
3. AIR COMPRESSOR	40	\$ <u>5.00</u>	\$ <u>200.00</u>
4. SERVICE/UTILITY TRUCK	300	\$ <u>15.00</u>	\$ <u>4,500.00</u>
5. FRONT END LOADER	30	\$ <u>20.00</u>	\$ <u>600.00</u>
6. BACKHOE/TRENCHER	30	\$ <u>20.00</u>	\$ <u>600.00</u>

IX. PERSONNEL HOURLY RATE

	HOURS	HOURLY RATE	
1. SUPERVISOR	40	\$ <u>62.00</u>	\$ <u>2,480.00</u>
2. FOREMAN	40	\$ <u>60.00</u>	\$ <u>2,400.00</u>
3. SIGNAL TECH/JOURNEYMAN	700	\$ <u>60.00</u>	\$ <u>42,000.00</u>
4. MASTER ELECTRICIAN	200	\$ <u>60.00</u>	\$ <u>12,000.00</u>
5. OPERATOR	140	\$ <u>50.00</u>	\$ <u>7,000.00</u>
6. LABORER/GROUNDSMAN	300	\$ <u>44.00</u>	\$ <u>13,200.00</u>
7. TRAFFIC SIGNAL DESIGN ENGINEER	40	\$ <u>125.00</u>	\$ <u>5,000.00</u>
8. TRAFFIC SIGNAL SYSTEMS ENGINEER	150	\$ <u>125.00</u>	\$ <u>18,750.00</u>

X. UNIT COSTS

	UNIT	TOTAL	
1. VIDEO DETECTION COMPLETE LABOR FURNISHED/INSTALLED (UNIT)	40	\$ <u>4,800.00</u>	\$ <u>192,000.00</u>
2. INCANDESCENT LAMP CHANGE PER INDICATION	60	\$ <u>5.00</u>	\$ <u>300.00</u>
3. LED MODULE CHANGE PER INDICATION FURNISHED/INSTALLED	60	\$ <u>160.00</u>	\$ <u>9,600.00</u>
4. MALFUNCTIONING MONITORING UNIT TESTING	60	\$ <u>350.00</u>	\$ <u>21,000.00</u>

XI. RESPONSE TIME

- NORMAL RESPONSE TIME: Six (6) HRS
- EMERGENCY RESPONSE TIME: Six (6) HRS

**XII. ITS DYNAMIC MESSAGE SIGNING (DMS) PREVENTATIVE ROUTINE MAINTENANCE (AS LISTED)
IF REQUIRED:**

DESCRIPTION	QTY	UNIT COST	TOTAL
Dynamic Message Sign	20	<u>\$ 500.00</u>	<u>\$ 10,000.00</u>
TOTAL BID COSTS			<u>\$ 819,150.00</u>



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
 859C3021

PAGE
 1

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

VENDOR

*709035622 304-744-6317
 BAYLISS & RAMEY INC
 PO BOX 503
 DUNBAR WV 25064

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/21/2009				

BID OPENING DATE: 04/29/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
CHANGES TO THE SPECIFICATIONS ATTACHED.						
BID OPENING DATE AND TIME REMAINS 04/29/09 @1:30 P.M.						
NO OTHER CHANGES						
0001	1	LS		936-86		
TRAFFIC SIGNAL/SYSTEMS AND INTELLIGENT MAINTENANCE						
***** THIS IS THE END OF RFQ 859C3021 ***** TOTAL:						\$819,150.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark R. [Signature]</i>	TELEPHONE 304-744-6317	DATE April 29, 2009
TITLE Vice-President	FEIN 55-0343932	ADDRESS CHANGES TO BE NOTED ABOVE

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

RFQ 859C3021

Under Section 19.0 – Page 15,

Delete “Other governmental agencies including state agencies, municipalities and school districts, etc., may be extended the opportunity to purchase off this Bid with the agreement of the successful vendor. The Host Agency will notify the Vendor and the WVDOH and/or Group wishing to participate, in writing. Each agency/group desiring to participate shall establish its own contract, issue its own orders, be involved and make its own payments and issue its own exemption certificates as required by the Vendor.”

Add “Other governmental agencies including state agencies, municipalities and school districts, etc., may be extended the opportunity to purchase off this Bid with the agreement of the successful vendor. However, the WVDOH shall administer and prioritize all contract work awarded to the successful vendor. The governmental agency will notify the WVDOH of their intent in utilizing this contract, primary maintenance function, as well as intended funding source in writing to the Traffic Engineering Division’s ITS Coordinator. “

Under Section 31.0 – Page 22,

Delete “The Firm/contractor shall present a listing of each of proposed personnel, along with the biography and working history of the following labor classes:”

Add “The Firm/contractor shall present a listing of each of proposed personnel, along with the biography and working history of the following labor classes with the bid proposal:”

Under Section 32.0 – Page 22,

Delete “The ability to analyze and perform complicated traffic signal/system design, maintenance and management is crucial in evaluating the overall operations of a traffic signal/system. To this end, the firm must retain an individual(s) that is registered as a Professional Civil Engineering and is licensed within the State of West Virginia. Furthermore, this individual (s) must have a minimum of three (3) years experience with NEMA TS-1 traffic signal/systems.”

Add “The ability to analyze and perform complicated traffic signal/system design, maintenance and management is crucial in evaluating the overall operations of a traffic signal/system. To this end, the firm must retain an individual(s) that is registered as a Professional Engineer that is licensed within the State of West Virginia. Furthermore, this individual must have a minimum of three (3) years experience with NEMA TS-1 traffic signal/systems. The Firm/contractor shall present the biography and working history with the bid proposal:”

Under Section 36.0, Subsections I, II, III, IV, V, VI, VII, X and XII

Delete "The Firm/Contractor shall be compensated \$0.50/mile/motorized vehicle on the outbound travel from the county seat where the on-call Firm/Contractor's response team originates, to the county seat of the response destination."

Add "The Firm/Contractor shall be compensated \$0.50/mile/motorized vehicle on the outbound travel from the county seat where the on-call Firm/Contractor's response team originates, to the county seat of the response destination. The Bid Cost under each item in subsections I, II, III, IV, V, VI, VII, X and XII shall be bid as 'complete' to include total costs for repair or maintenance depending upon the bid function to include traffic control, labor, materials, inc. to effect complete repair or maintenance."

SIGN IN SHEET

RFQ # 859C3021Date: 04/14/09

Firm & Representative Name:

Mailing Address:

Phone, Fax, & E-Mail:

1. RGA Inc.
Bob Smith1550 Standing Ridge Dr.
Powhatan, VA 23139P 804 794-1592
F 804 379 1016E-mail BSmith@rga-traffic.com2. Bayliss + Ramey Inc
Mark Whitt V.P.P.O. Box 503
Dunbar, WV 25064P 304 744-6317
F 304-744-3759E-mail mwhitt@earthlink.net3. PATH MASTER Inc.
LOREN STAYER1960 MIDWAY DR.
TWINSBURG, OH 44087330 425-4994 OFFICE
P 216 469-2165 CELL
F 330 425-9338E-mail LOREN.STAYER@PATHMASTERINC.CO4. Angre Moorman
Jim LambertDOH
WVDOHP _____
F _____

E-mail _____

5. BRUCE KENNEYDOHP 304 558 9449*BRUCE E. KENNEY
WV. GOV.

E-mail _____

Please print or write legibly!

Your fax # is essential to contact you timely!

SIGN IN SHEET

RFQ # 85903021

Date: 04/14/09

Firm & Representative Name:

Mailing Address:

Phone, Fax, & E-Mail:

1. West Virginia
Signal's Light

PO Box 134
Kennas, WV 25248

P 304-372-9648
F 304-372-9684

E-mail _____

2. Cindy Cramer
DOH

DOH

P 304 558 3063
F _____

E-mail Cindy.I.cramer@wv.gov

3. Jim Lambert
DOH

DOH

P _____
F _____

E-mail Jim.E.Lambert@wv.gov

4. _____

P _____
F _____

E-mail _____

5. _____

P _____
F _____

E-mail _____

Please print or write legibly!

Your fax # is essential to contact you timely!

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Bayliss & Ramey, Inc.
of P. O. Box 503, Dunbar, WV 25064, as Principal, and Ohio Farmers Insurance Co.
of Westfield Center, Ohio, a corporation organized and existing under the laws of the State of Ohio
Ohio with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five percent of the total bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
REQ 859C3021, Open End Contract to provide statewide Traffic Signal/Systems and Intelligent Transportation Systems (its)
maintenance for the West Virginia Division of Highways per specifications

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
29th day of April, 2009.

Principal Corporate Seal

Bayliss & Ramey, Inc.
(Name of Principal)
By Mark R. White
(Must be President or
Vice President)
Vice-President
(Title)

Surety Corporate Seal

Ohio Farmers Insurance Co.
(Name of Surety)
[Signature]
Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals
must be affixed, a power of attorney must be attached.**

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint A. L. STANCHINA, C. DAVID THOMAS, RICHARD L. HIGGINBOTHAM, ROSEANN B. DYE, BUNNIE MARIE PERRINE, JEFFERY O'DELL, ROBIN M. HUBBARD-SHERROD, JOINTLY OR SEVERALLY

of CHARLESTON and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 09th day of MAY A.D., 2007 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr. (Signature)

By: Richard L. Kinnaird, Jr., Senior Executive

State of Ohio County of Medina ss.:

On this 09th day of MAY A.D., 2007 , before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



William J. Kahelin (Signature)

William J. Kahelin, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 29th day of April A.D., 2009 .



Frank A. Carrino (Signature) Secretary

RESUME

**JOHN AARON BIAS
WV JOURNEYMAN ELECTRICIAN # J2342560990505
PHONE#(304)859-2004**

**EDUCATION- TWO YEARS CABELL COUNTY VOCATIONAL SCHOOL TECHNICAL
ELECTRONICS**

**WORK- THIRTEEN YEARS BAYLISS AND RAMEY INC. FOUR YEARS AS
SUPERVISER**

**HAVE DONE ALL PHASES OF INSTALL AND TROUBLESHOOTING
TRAFFIC SIGNALS,INCLUDING DETECTION, VIDEO,AND LOOP
COMMUNICATIONS,RADIO OR HARDWIRED. PROGRAMING OF EAGLE
ECONOLITE AND TRACONNEX CONTROLLERS**

INSTALL AND SETUP OF RADD SYSTEMS

INSTALL OF NEW 360 VIDEO SYSTEM IN PT PLEASANT

WEATHERSTATION INSTALL

VARIABLE MESSAGE SYSTEM BOARDS

WEIGH IN MOTION SYSTEMS

HIGHMAST AND ROADWAY LIGHTING

OVERHEAD SIGN STRUCTURES

NAVIGATIONAL LIGHTING

RYAN J. GRANDBOUCHE
838 Dunlap Ridge Road
Buffalo, WV 25033
304-610-2829

EDUCATION:

Apprentice Electrical License - 2007
Buffalo High School - 2000
Raleigh County Votech – 2000

WORK EXPERIENCE:

06/2005 to Present:

Bayliss & Ramey, Inc., Dunbar, WV
Operator/Groundman

- Assisted with installation of Traffic Signals, Amber Alert Signs, Weather Stations, Highway Lighting and Service and Control Stations.

06/2002 to 06/2005:

Absten & Sons Electrical Company
Cell Tower Installer

- Assisted with the installation of cellular towers.

SPECIAL TRAINING:

OSHA Construction Safety
Flagger Training
Bucket Truck Rescue Training
First Aid & CPR Training

EDWARD R HARRIS II

**455 Poplar Fork Rd.
Scott Depot WV 25560
304-539-2237**

OBJECTIVE

Signal Technician position

EDUCATION

Advance Digital Techniques 1989 Two week course in digital theory

High Reliability Soldering 1989 Two week course on the removal and replacement of electronic components using NASA standards

Hughes HM 4118 computer Twenty-eight week in-depth course in theory operation and maintenance of the 407L system

Military

United States Air Force
October 1986-October 1990

STRENGTHS

8 years experience working on traffic signals and signal systems including, controllers, monitors, detection systems, pre-emption, communications and modems.

EXPERIENCE

Bayliss & Ramey Inc.

Dunbar WV

Oct 2008 - Present Install traffic signals and roadway lighting.

WVDOT Traffic Engineering

Charleston WV

March 2001 -Sep 2008 Electronic Technician

Types of work: Repaired and maintained traffic signals and roadway lighting

Types of equipment maintained: Eagle, Econolite, Traconex, and TCT signal controllers. Eagle (MARC) and Econolite (Zone Monitor) master system controllers. Wavetronics radar, Microwave, magnetic loop and video (Iteris and Autoscope) detection systems. 3M, TOMAR and Railroad pre-empt systems. Hardwire and radio (MDS, Encom, Trans Wave, and Intuicomm) communications. Marc NX and ARIES system software. Audible peds, Solar flashers, time clocks and battery backups.

Richard L. Jacobs

Sixty - Five Stuart Circle
Hurricane, WV 25526
(304) 859-2007

EDUCATION:

Journeyman Electrician License Valid
Charleston, WV

Hurricane High School 1978
Hurricane, WV

WORK EXPERIENCE:

05/90 to Present
BAYLISS & RAMEY, INC., Dunbar, WV
Foreman

- Conducts all aspects of installation for traffic signals and systems.
- Conducts all aspects of installation for roadway and high mast lighting and 120/240/480 volt power services.
- Conducts all aspects of installation of lighting for airport runways, taxiways, and control rooms.
- Installs and wires control stations for roadway and high mast lighting.
- Experience with radar/video traffic detection and PCS Priority Control systems.
- Performs various duties of a foreman.

SPECIAL TRAINING:

Eagle Traffic Control Systems
Austin, TX
Controller & Cabinet Orientation

NECA Supervisors Training
Charleston, WV
Part 1 & 2

MAJOR PROJECTS:

R.W.I.S. System
Thirteen sites between Charleston & Huntington

Daktronics - DMS Project
St. Albans, WV

Kanawha City Signal Systems
Kanawha County, Charleston, WV

Parkersburg High Mast Project
Wood County, Parkersburg, WV

Barboursville Mall Road
Cabell County, Barboursville, WV

Tamarack Roadway Lighting & Signal Installation
Raleigh County, Beckley, WV

Martinsburg Traffic Signal Renovation
Berkeley County, Martinsburg, WV

Numerous WVDOT projects all over the state of West Virginia

REFERENCES:

- Professional and personal references available upon request.

JIMMY DALE PACHUTA

1138 Hancock Drive
Beckley, WV 25802
304-255-5793

EDUCATION:

Master Electrician License – 1986
Woodrow Wilson High School – 1969
Raleigh County Votech – 1969

WORK EXPERIENCE:

06/1996 to Present:

Bayliss & Ramey, Inc., Dunbar, WV

Journeyman Technician

- Installation of Traffic Signals, Amber Alert Signs, Weather Stations, Highway Lighting and Service and Control Stations.

06/1969 to 06/1996:

Pedro Electric, Beckley, WV

Electrician

- Involved in all phases of electrical work, residential, commercial and some industrial wiring.

SPECIAL TRAINING:

OSHA Construction Safety
Flagger Training
Bucket Truck Rescue Training
Certified Cement Concrete Inspector
First Aid & CPR Training

AFFILIATIONS:

International Brotherhood of Electrical Workers (IBEW)

STEVE LANE STOVER

145 Workmans Creek Road
Beckley, WV 25801
304-877-5421

EDUCATION:

Journeyman Electrician License – 1998
Clear Fork High School - 1985
Raleigh County Votech – 1984 & 1985

WORK EXPERIENCE:

05/1996 to Present:

Bayliss & Ramey, Inc., Dunbar, WV

Foreman

- Installation of Traffic Signals, Amber Alert Signs, Weather Stations, Highway Lighting, PCS Detectors, Luminaire wiring,
- Roadway Lighting and Service and Control Stations.
-

04/1986 to 05/1996:

R.H. BOULIGNY INC.

Journeyman Apprentice Lineman

- Installed distribution wire, set transformers and dug holes for poles

SPECIAL TRAINING:

OSHA Construction Safety
Flagger Training
Bucket Truck Rescue Training
Certified Cement Concrete Inspector
First Aid & CPR Training
Commercial Drivers License – Class A

AFFILIATIONS:

International Brotherhood of Electrical Workers (IBEW)

MARK R. WHITT

206 Cannery Lane
Winfield, WV 25213
304-755-1414

EDUCATION:

Journeyman Electrician License – 1986
Winfield High School – 1982
National Construction Education Foundation – Four year Electrical Apprentices Program
West Virginia University of Technology – Industrial Electrical and Instrumentation Maintenance – 16 hours

WORK EXPERIENCE:

03/2004 to Present:

Bayliss & Ramey, Inc., Dunbar, WV
Vice-President - Estimator

- Supervises the installation of Traffic Signals, Amber Alert Signs, Weather Stations, Highway Lighting, PCS Detectors, Luminaire wiring, Roadway Lighting and Service and Control Stations.
- Estimate and supervise all projects.
-

10/2002 to 03/2004

Brown Electric, Dunbar, WV
Estimator

- Prepare estimates for projects and prepare submittals.

SPECIAL TRAINING:

OSHA Construction Safety
First Aid & CPR Training
Certified operator of 100 ton hydraulic crane, fork truck, backhoe, etc.
Project Manager Quality Control and Safety Advisory Committee
National Electrical Contractors Association (NECA) Supervisors Training

Paul "Alan" Whitt
2460 Maple St.
Hurricane, WV 25526
Phone: 304-550-1767 - Cell

SUMMARY OF QUALIFICATIONS:

- Chemical Operator/Technician
- Industrial, commercial and residential electrician (WV Journeyman's license #J07151)
- Commercial, residential and industrial construction knowledge
- Mechanically inclined
- Field Design/Drafting (with AutoCAD experience)
- Inspection knowledge & procedures of OSHA regs and training
- Ability in reading and drawing blueprints as well as knowledge of schematics
- HVAC; Plumbing;
- Carpentry
- Structural Steel
- General Contractor
- Control and Instrumentation work
- Self motivated
- Ability to operate various types of equipment from fork truck to Cat. D-9
- Ability to plan and organize
- Good judgment skills; decisiveness; common sense
- Sprinkler system installer
- Able to work for more than one individual as well as assigning different tasks to individuals
- Flexibility: ability to handle changing priorities; work as a team member
CDL # E084077

Employee Profile:

Bayliss & Ramey, Dunbar, WV 2006 – Present

The work involves highway lighting, signals, signlighters, and electronic signs for WV DOH. My first jobs were trenching and installing underground conduit as well as digging and pouring Footers. Worked for different foremans statewide installing signals and terminating control cabinet wiring, as well as trouble shooting. Worked with different state inspectors to maintain quality assurance on all jobs. Good knowledge of state specs and regs. Recently myself and another are installing Amber Alert signs around the state, this includes footers, structures, signs, Conduit, wire and power service supply. Also worked at state capital installing wiring and cable for new command center.

Praxair Hyco Institute, WV June 2000 - 2006

Chemical Operator/Technician - Assist in tracking daily status of "Turn Around" progress. Assist in pre-Turn Around planning. SOS Site Champion 2000- Present. Co-writer of several SOP's. Requested to spend one week at other plant locations to ascertain the differences and similarities of the Hyco plant. Six Sigma Team member for plant reliability. Co-train operators/technicians. RCA Training in Buffalo, NY. Synthesized NG to obtain CO & H2.

CDI Corporation, St. Albans, WV *September 1997 – June 1999*

Electrical/Instrumentation Designer – Working under contract to Union Carbide Corporation and Ashland Petroleum performing field drafting and walking down units to confirm all E&I drawings are current and to OSHA mandated specifications. Responsible for redline, as well as inspecting after CAD issue.

Putnam Co. Board of Education, Winfield, WV *September 1996 – June 1997*

Bus Operator - Substitute operator transporting students to and from school as well as to curricular activities. Obtained CDL license

ComTel Construction, Houston, TX *March 1996 - June 1996*

Electrician Foreman - Working on a temporary assignment contract with Union Carbide Corp., South Charleston, WV. This work involves running 32,000 feet of 4" conduit, field drafting and walking down units as well as inspecting, to confirm P & CD's. Install fiber optics to put all plant communications into one loop. Special skill in terminating and splicing fiber.

Brown and Root USA Inc., Dunbar, WV *March 1993 - January 1996*

Journeyman Electrician - Worked (2) two years plus on electrical upgrade at Rhone Poulenc Plant, Institute. Primarily we replaced all 13.2 KV feeders from AEP substation. This work involved, rigging, pulling, splicing, hi-potting, terminating and phasing. It also involved different types of cable from 250 MCM to 750 MCM, some of which was Triplex Armored. This work also involved working in pits, running conduit and cable tray. Along with replacing feeders to plant substations, I installed addressable relays which enabled engineers to read all instruments in all substations from a central control point. I also replaced pumps and motors and installed instruments throughout the plant as was needed. I was also involved with installation of 138 KV, stab-locks at secondary outdoor substation which allowed the plant an alternate source. Along with these tasks, I worked on (2) two generator buildings from layout to completion. These (2) two generators are a backup to the secondary source in case of an emergency. I feel I have good knowledge of industrial work but I am willing to learn new and/or different methods. Raychem certified to terminate and splice to 138KV

Whitt Construction Co., Inc., Winfield, WV 25213 *June 1982 - March 1993*

Co-Owner - Responsible for building, ordering, scheduling, hiring and completing work to client's specifications. Draw prints to meet client's needs. Able to construct from ground up. Complete knowledge of all aspects of jobs from footers to build-up roofs. Thousands of hours on industrial and commercial work.

John Amos Power Plant, Rt. 35, St. Albans, WV 25177 *September 1981 - January 1982; September 1989 - March 1990*

Worked as a helper with electrical craft during unit shutdowns. The work involved doing anything needed. Watching and learning was the greatest achievement of this job.

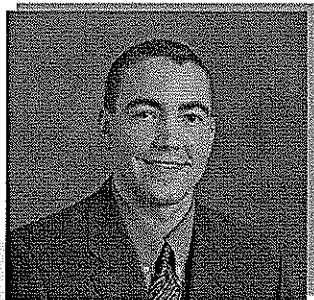
REFERENCES:

Robert Canterbury
Putnam Co. Board of Education
Hurricane, WV 25526
304/562-6787

Don Wright
Putnam Co. Circuit Clerk
Winfield, WV 25213
304-586-0203

DENNIS CORPORATION

Andrew P. Nichols, Ph.D., PE 2000 - Present (Career) West Virginia Division Office Manager



Ph.D. Civil Engineering, 2004
Purdue University

M.S. Civil Engineering, 2001
Purdue University

B.S. Civil Engineering, 2000
West Virginia University

Transportation Research Board
-Signal Systems
-Signal Timing Manual
-Highway Traffic Monitoring

ITE Associate Member
ASCE Associate Member
ASTM Member

Dr. Nichols has conducted traffic signal design, traffic data collection, traffic safety studies, and traffic-related research for various projects in South Carolina, Indiana, and West Virginia. After graduating from Purdue University in 2004, he served as a faculty member in the Department of Civil and Environmental Engineering at the University of South Carolina. In 2006, he began consulting with Dennis Corporation and served as Traffic Engineering Manager, in addition to his full-time faculty position, until August 2007. Dr. Nichols is currently an assistant professor at Marshall University in Huntington, West Virginia, where he teaches undergraduate and graduate courses in civil engineering. He conducts research with the Nick J. Rahall Appalachian Transportation Institute, which is affiliated with Marshall University. In addition to his academic commitments, Dr. Nichols has also established a West Virginia Division for Dennis Corporation, providing consulting services in all areas of traffic engineering.

Dr. Nichols significant professional and academic experience includes the following:

West Virginia Projects:

- ❑ Intelligent Transportation Systems deployment evaluation and training for the West Virginia Department of Highways. The scope of this project includes the oversight of a traffic management center configuration, evaluation of ITS technologies, and operator training for a five-year deployment effort.
- ❑ Performance evaluation of radar-based sensors on high-speed signalized intersection approaches for West Virginia Department of Highways. The scope of this project includes field data collection, verification, and statistical analysis.

South Carolina Traffic Projects:

- ❑ Traffic Signal Timing study for a five intersection coordinated system on US 78 in North Charleston, South Carolina. The scope of the study included data collection, Synchro modeling and simulation and a final report.
- ❑ Traffic Impact Study for Highland Center Commercial Development in Richland County. Dr. Nichols' responsibilities included traffic data collection, trip generation, Synchro and Highway Capacity analysis, and summary of findings for this 18.85-acre commercial development with three access points.
- ❑ Traffic Impact Study for Blythewood Crossing Mixed-Use Development in Richland County. Dr. Nichols' responsibilities included traffic data collection, trip generation, Synchro and Highway Capacity analysis, queue analysis, and summary of findings for this development. The purpose of this additional study was to analyze the queue lengths on the nearby interstate exit ramp. Due to the type of intersection, the analysis was conducted with SimTraffic simulation software. This analysis also included the design and specification of offset left-turn lanes for one of the development access points.

- ❑ Traffic Impact Study for the Copper Beech Townhomes Development in Richland County. Dr. Nichols' responsibilities included traffic data collection, trip generation, Synchro and Highway Capacity analysis, and summary of findings for this rental development on a 24.18-acre site.
- ❑ Traffic Impact Study for The Retreat Columbia Development in Richland County. Dr. Nichols' responsibilities included traffic data collection, trip generation, Synchro and Highway Capacity analysis, and summary of findings for this 26.45-acre site with attached and detached rental units. This study included the evaluation of sight distance at the proposed access location.
- ❑ Traffic Impact Study for Brookcrest Residential Development in Richland County. Dr. Nichols' responsibilities included traffic data collection, trip generation, Synchro and Highway Capacity analysis, and summary of findings for this 50.41-acre site with three access points.
- ❑ Traffic Impact Study for Long Bay Mixed-Use Development in Richland County. Dr. Nichols' responsibilities included traffic data collection, trip generation, Synchro and Highway Capacity analysis, and summary of findings for this 206.6-acre residential and commercial development with three access points. This analysis incorporated internal and pass-by trip capture.
- ❑ Traffic Impact Study for The Farm on McCord's Ferry and The Karen and Larkie Tract Developments in Richland County. Dr. Nichols' responsibilities included traffic data collection, trip generation, Synchro and Highway Capacity analysis, and summary of findings for this residential development. The final report included design alternatives for a deceleration lane entering the development that was constrained by an existing culvert.
- ❑ Traffic Mobility Study for the Dutchmans Creek Bridge project in Fairfield County. Dr. Nichols' responsibilities included interviewing local residents, observing pedestrian activity, and collecting background information that contributed to a final report summarizing the need for a separate pedestrian facility.

Other Traffic-Related Research and Training Experience:

- ❑ Traffic Sensor Evaluation. Dr. Nichols performed evaluation of various traffic sensing technologies, including video detection, radar detection, inductive loop detectors, and piezoelectric strips. He performed setup and calibration of many traffic sensing devices. His responsibilities included designing the evaluation framework, collecting the data, analyzing the data, and summarizing the results.
- ❑ Traffic Signal Design. Dr. Nichols performed signal design of 5-intersection system in West Lafayette, IN. His responsibilities included data collection, Synchro modeling, optimization, intersection design, controller implementation, and controller troubleshooting.
- ❑ Traffic Signal Design Manual. Dr. Nichols wrote a manual titled "Design Guidelines for Deploying Closed Loop Systems" for the Indiana Department of Transportation summarizing their traffic signal design practices and outlining how to implement timing plans in two vendors' NEMA controllers, set up closed loop communication, and troubleshoot programming configurations. The manual has subsequently been utilized by engineers and technicians as a desk reference and entry-level engineers for training purposes.
- ❑ Traffic Signal Controller Training. Dr. Nichols teaches an annual workshop at the University of Idaho on the use of Synchro and SimTraffic for traffic signal design and how to implement the design in NEMA traffic signal controllers. Real-time simulation is used to troubleshoot the implementation and fine-tune the performance of the timing plan in a controlled environment prior to field deployment.

- ❑ Specification Development. Dr. Nichols serves on ASTM committee E17 on vehicle-pavement systems that develops standards for highway traffic monitoring devices, including inductive loop detectors and piezoelectric strips.

Significant Academic Publications and Presentations:

- ❑ Nichols, A., D. Bullock. "Automatic Speed Calibration Methodology for Traffic Monitoring Sites," ASCE J. Transportation Engr. Volume 132, Issue 1, pp. 30-39 January 2006.
- ❑ Nichols, A., M. Cefin. "Numerical Characterization of Gross Vehicle Weight Distributions from Weigh-in-Motion Data," submitted to the Transportation Research Board July 2006. (accepted for publication).
- ❑ Nichols, A., D. Bullock. "Planning Procedures for Estimating an Upper Bound on Bus Priority Benefits," In the Proceedings of the 8th International Conference on Applications of Advanced Technologies in Transportation, Beijing, China, May 26-28, 2004.
- ❑ Nichols, A., D. Bullock, and M. Kyte. "A Laboratory-Based Course on Real-Time Traffic Signal Control," Proceedings of the 27th Annual Conference of the IEEE Industrial Electronics Society, Denver, CO, November 29-December 2, 2001.
- ❑ Nichols, A. "Development of a Traffic Signal Timing Manual for Indiana." Presented to TRB Signal Timing Manual Subcommittee Meeting, January 2006.



April 23, 2009

Mr. Mark Whitt
Bayliss & Ramey, Inc
2262 Roxalana Road
Dunbar, WV 25064-0507

Re: ITS and Traffic Signal System's Maintenance Contract, 3/13/2009, (RFQ 859C3021)

Mark,

Please accept this letter as written confirmation for future procurement of materials for the referenced maintenance contract. As stated in section 33.0 of the referenced contract, we are the distributor for Econolite Control Products for the state of West Virginia.

We look forward to providing equipment and service under this contract.

Please let me know if you require additional information.

Very Truly Yours,
Path Master, Inc.

Randall L. Van Scoy, P.E.
President

Enclosure

RGAINC
RON GOODIN & ASSOCIATES, INC

April 21, 2009

Mr. Mark Whitt
Vice-President
Bayliss & Ramey, Inc
P O Box 503
Dunbar, WV 25064

BY FAX

**RE: West Virginia Dept. of Transportation, WVDOH- Traffic Engineering,
ITS and Traffic Signal System's Maintenance Contract**

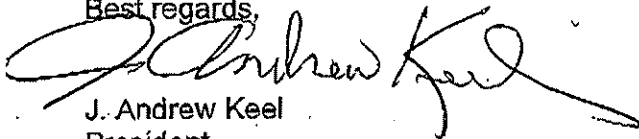
Subject: Section 33.0 Vendor Relationship Confirmation

Dear Mr. Witt:

As required by the referenced section of the contract, we are pleased to confirm our interest in and support of your company in the roles outlined in the referenced contract. The long term business and technical relationship that exists between our companies reflects the respect that we have for you and your staff and our strong belief in your ability to successfully meet the performance and material expectations of this contract. We will support you in any and every way you desire.

As always, we appreciate your confidence in RGA INC and we look forward to working with you in the execution of this contract. If you have any questions, or need any additional information, please call.

Best regards,



J. Andrew Keel
President

1550 STANDING RIDGE DRIVE, SUITE 100 POWHATAN, VIRGINIA 23139
TEL (804) 794-1592 (800) 745-1592 FAX (804) 379-1016 E-MAIL sales@rga-traffic.com

**TRAFFIC CONTROL EQUIPMENT & TRANSPORTATION SYSTEMS
SINCE 1977**



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF West Virginia

COUNTY OF Kanawha, TO-WIT:

I, Mark R. Whitt, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Bayliss & Ramey, Inc.; and,
(Company Name)
- 2. I do hereby attest that Bayliss & Ramey, Inc.
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

The above statements are sworn to under the penalty of perjury.

Bayliss & Ramey, Inc.
(Company Name)

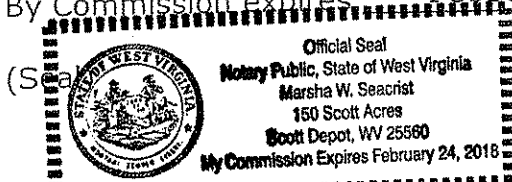
By: *Mark R. Whitt*

Title: Vice-President

Date: April 29, 2009

Taken, subscribed and sworn to before me this 29th day of April, 2009.

By Commission expires February 24, 2018



Marsha W. Seacrist
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

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: Bayliss & Ramey, Inc.
Authorized Signature:  Date: April 29, 2009