



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
861000002

PAGE
1

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

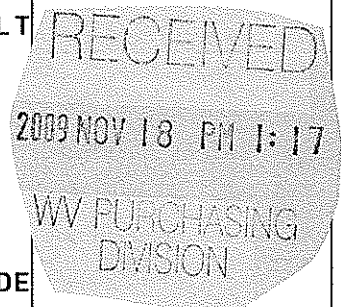
\*709035622 304-744-6317  
 BAYLISS & RAMEY INC  
 PO BOX 503  
 DUNBAR WV 25064

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/15/2009				

BID OPENING DATE: ~~11/11/2009~~ 11/18/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		220-54		\$ 640,407.00
PERMANENT AUTOMATIC TRAFFIC RECORDER  TO PROVIDE FOR THE PURCHASE, INSTALLATION AND REINSTALLATION OF PATR (PERMANENT AUTOMATIC TRAFFIC RECORDERS), PRE-PASS AND WIM (WEIGH IN MOTION) DEVICES AT VARIOUS SITES FOR THE WEST VIRGINIA DIVISION OF HIGHWAYS. PER THE ATTACHED SPECIFICATIONS.  MANDATORY PRE-BID  A MANDATORY PRE-BID WILL BE HELD ON OCTOBER 28TH AT 10:00 AM IN BUILDING #5, CAPITAL COMPLEX, RM. A-808 ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.  AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
Mark R. duBois	304-744-6317	11-18-09	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
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, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



State of West Virginia  
 Department of Administration  
 Purchasing Division  
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# Request for Quotation

RFQ NUMBER  
**86100002**

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**2**

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

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

VENDOR

SHIP TO

**DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
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<p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>QUESTIONS: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH CLOSE OF BUSINESS (5:00 PM EST) ON WEDNESDAY 10/28/09. SEND YOUR QUESTIONS TO: PURCHASING DIVISION            ATTENTION MICHAEL AUSTIN            2019 WASHINGTON ST. 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> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark R. White</i>	TELEPHONE <b>304-744-6317</b>	DATE <b>11/18/09</b>
TITLE <b>President</b>	FEIN <b>55-0343932</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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ADDRESS CORRESPONDENCE TO ATTENTION OF
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VENDOR

\*709035622      304-744-6317  
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365						
<p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN <del>30</del> CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</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 VARIOUS 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>Michael Austin</i>	304-744-6317	11/18/09	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
President	55-0343932		

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<p>COVERAGE REQUIRED IS \$250,000.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</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/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND,</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark R. Ramey</i>	TELEPHONE 304-744-6317	DATE 11-18-09
TITLE President	FERN 55-0343932	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>Michael R. Bayliss</i>	304-744-6317	11-18-09	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
President	55-0343932		

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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

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<p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Mark R. Ramey</i>	304-744-6317	11-18-09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	95-0343932	

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**MICHAEL AUSTIN  
 304-558-2402**

VENDOR

\*709035622      304-744-6317  
**BAYLISS & RAMEY INC**  
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<p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1      ..... ✓ .....</p> <p>NO. 2      ..... ✓ .....</p> <p>NO. 3      ..... .....</p> <p>NO. 4      ..... .....</p> <p>NO. 5      ..... .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... <i>Mark R. Ramey</i> ..... SIGNATURE            .... <i>Bayliss &amp; Ramey, Inc.</i> ..... COMPANY            ..... <i>11/18/09</i> ..... DATE</p> <p>REV. 11/96</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark R. Ramey</i>	TELEPHONE <b>304-744-6317</b>	DATE <b>11-18-09</b>
TITLE <i>President</i>	FEIN <b>55-0343932</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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<p><b>CONTRACTORS LICENSE</b></p> <p>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.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:            CONTRACTORS NAME: ..... <i>Bayliss &amp; Ramey, Inc.</i> .....            CONTRACTORS LICENSE NO.: .. <i>WV 000856</i> .....</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 style="text-align: center;"><b>APPLICABLE LAW</b></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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark R. Dunbar</i>	TELEPHONE 304-744-6317	DATE 11-18-09
TITLE President	FEIN 55-0343932	ADDRESS CHANGES TO BE NOTED ABOVE

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 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
10/15/2009				

BID OPENING DATE: ~~11/11/2009~~ **11/18/2009**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <p style="text-align: center;">----- <b>304-744-3759</b> -----</p>						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: <p style="text-align: center;">----- <b>Mark R. Whitt</b> -----</p>						
***** THIS IS THE END OF RFQ 861000002 ***** TOTAL:						<b>\$640,407<sup>00</sup></b>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark R. Whitt</i>	TELEPHONE <b>304-744-6317</b>	DATE <b>11-18-09</b>
TITLE <b>President</b>	FEIN <b>55-0343932</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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

**Proposal to Purchase Order**  
**West Virginia Department of Transportation-**  
**Division of Highways (WVDOH)**  
**Traffic Analysis Unit**  
**PATR (Permanent Automatic Traffic Recorder) Installation Contract**

The Traffic Analysis Unit within the Program Planning and Administration Division is requesting a contract to install, repair, and calibrate 34 Permanent Automatic Traffic Recorder (PATR) field locations statewide. The PATR traffic gathering system uses loops and piezos in the pavement to continuously collect vehicle counts, vehicle classifications, weigh-in-motion, and speed data. The PATR System is funded by the FHWA and directly affects roadway funding allocations to the State of West Virginia. Work to be completed during the execution of this contract will consist of re-installation of loops and piezos for 24 PATR sites and ~~5~~ pre-pass sites, relocation of 2 PATR site, and calibration of 34 sites. Upon loops and piezos completion at the pre-pass sites, we will add these 5 sites to the PATR system.

The minimum quantity per site, per lane will be two (2) twelve foot piezo sensors on either side of one (1) 6 foot X 6 foot loop detectors and related wiring, saw cuts, conduit, etc. per attached materials list and installation sketches. Associated wire runs will be made as necessary to connect sensors to in place controller cabinet. It should be noted, all new installation sites will have controller cabinets mounted on utility poles. Contractor shall provide and install utility pole, type "M" controller cabinet and install solar panel on utility pole per attached material list.

The following table is a list of specific locations in which work will be performed.

Site#	Work to be Completed	County	Location	# of Lanes	Sensors	*Paving Required
1	Loops & Piezo install	SUM	I-64 1.0 mi. W of WV 20	4	8-12'	
8	Loops & Piezo install	NIC	US19 0.2 mi N of CO 19/45(Center Rd)	4	8-12'	
10	Loops & Piezo install	GRE	US-60 .1 mi. W of Co 60/4	2	4-12'	
13	Loops & Piezo install	WAY	WV-152 .4 mi N of Co 52/1	2	4-12'	
14	Loops & Piezo install	LEW	US-33 .4 mi. E of Co 13	4	8-12'	
15	Loops & Piezo install	MAS	US-35 .3 mi. N of Co 27	2	4-11'	
17	Loops & Piezo install	LOG	WV-10 1.1mi. S of Co52/17	2	4-9'	
18	Loops & Piezo install	RAN	US-219 1.42mi. N of Co 56	2	4-10'	
19	Loops & Piezo install	JAC	Co 21 .4 mi. N of Co 33/12	2	4-12'	X
20	Loops & Piezo install	GRA	US-220 1.5mi. S of Co220/4	2	4-11'	
21	Loops & Piezo install	PEN	WV-28 .2 mi. N of US-33	2	4-11'	
22	Loops & Piezo install	BRA	US-19 1.5 mi. N of Co19/36	2	4-11'	
24	Loops & Piezo install	OHI	US-40 .2 mi. W of Co 41	2	4-11'	
31	Loops & Piezo install	MRS	WV-2 .6 mi. S of Co 17	4	8-12'	
32	Loops & Piezo install	HAR	US-50 .4mi W of Co50/40	4	8-12'	
34	Loops & Piezo install	KAN	WV-25 1.1mi W of WV622	2	4-12'	
38	Loops & Piezo install	KAN	WV-61 1.4 mi S of I-77	2	4-12'	
40	Loops & Piezo install	KAN	WV-114 .5mi N of Co114/1	2	4-12'	
42	Loops & Piezo install	KAN	I-64/77 between KC & US60I/C	4	8-12'	
43	Loops & Piezo install	LOG	WV-44 .5 mi S of US-119	2	2-11' & 2-18'	
44	Loops & Piezo install	BOO	WV-94 0.3 mi. N of WV-3	2	4-12'	
45	Loops & Piezo install	WET	WV-7 0.2 mi. E of WV-2	2	4-11'	
46	Loops & Piezo install	RAN	US-250 0.6 mi S of Co 56/1	2	4-11'	
50	Loops & Piezo install	BER	I-81 1.6 mi S of WV-45	4	8-12'	X

WV-55 0.1 mi East of County 15/4 (Alderson Church Rd)

51	Complete installation	NIC	<del>WV-20 0.6 mi S of WV-55</del>	2	4-11	
26	Complete installation	WAY	<del>I-64 between MPs 2.0 to 4.0</del>	4	8-12	*
27	WIM calibration	KAN	I-64 2.0 mi. W of WV 622 I/C	4	none	
37	WIM calibration	BER	US-11 1.5 mi S of WV-45	2	none	
Pre-pass	Loops & Piezo install	OHI	I-70 0.3mi E of Washington Ave	3	4-12	X
Pre-pass	Loops & Piezo install	MRN	I-79 NB MP 140.00	2	4-12	
Pre-pass	Loops & Piezo install	MRN	I-79 SB MP 142.00	2	4-12	
Pre-pass	Loops & Piezo install	WOO	I-77 NB 2.24mi S mineral wells I/C	2	4-12	
Pre-pass	Loops & Piezo install	WOO	I-77 SB 3.1mi S mineral wells I/C	2	4-12	
<del>Pre-pass</del>	<del>Loops &amp; Piezo install</del>	<del>PUT</del>	<del>I-64 0.14 mi W of CR 40</del>	<del>4</del>	<del>8-12</del>	

\* Paving required prior to installation. The Traffic Analysis Unit will coordinate paving with districts.

\* I-64 3.07 mi. east of US-52 (exit 1)  
 Pre-pass #39 | WIM calibration | PUT | I-64 0.14 mi W of CR 40 overpass | 4 | None |

**Bid Item #1:**

PATR minimum materials required for loops and piezos installation per site (24 sites)

(2-Lane)

Quantity	Material Description
1 roll	500' THHN 14 AWG Wire
4 each	Piezos - Class 1 BL's (spiral) 12 ft. or as needed per site
8 each	6 kg Grout Kit (ECM P-6G or AS-475 required)
1Pkg	Duck Seal (5lb.)
30'	1" Seal Tite Flexible Conduit
10 each	Loop Sealant (29oz. Cartridge) 3-M only
1 each	56K Diamond-Cascade, white modem w/ ECM string

(4-Lane)

Quantity	Material Description
2 roll	500' THHN 14 AWG Wire
8 each	Piezos - Class 1 BL's (spiral) 12 ft. or as needed per site
16 each	6 kg Grout Kit (ECM P-6G or AS-475 required)
1Pkg	Duck Seal (5lb.)
60'	1" Seal Tite Flexible Conduit
20 each	Loop Sealant (29oz. Cartridge) 3-M only
1 each	56K Diamond-Cascade, white modem w/ ECM string

**Bid Item #2:**

PATR minimum materials required for complete installation per site (2 sites)

(2 or 4 - Lane)

Quantity	Material Description
1 each	Items listed above as per 2 lane or 4 lane installation
1 each	Class H type pull box per lane
Field measured	2" <del>steel</del> <sup>rigid Aluminum</sup> pipe for all underground push unders and to cabinet
1 each	Service poll 20' to 25'
Field measured	3/4" PVC pipe with weather head for phone and solar panel lead-ins
1 each	Class M pole mount type cabinet

**Bid Item #3:**

Pre-pass minimum material required for loops and encapsulated sensors installation per site (5 sites)

(4-Lane)

Quantity	Material Description
----------	----------------------

2 roll	500' THHN 14 AWG Wire
8 each	PL1Y35/100 Class 1 WIM Sensors
32 each	6kg Grout Kit (P-5G installation resin with catalyst)
1Pkg	Duck Seal (5lb.)
60'	1" Seal Tite Flexible Conduit
20 each	Loop Sealant (29oz. Cartridge) 3-M only
1 each	56K Diamond-Cascade, white modem w/ ECM string

(3-Lane)

Quantity

3 roll	500' THHN 14 AWG Wire
4 each	PL1Y35/100 Class 1 WIM Sensors
1 each	Piezos - Class 1 BL's (spiral) 12 ft. or as needed per site
16 each	6kg Grout Kit (P-5G installation resin with catalyst)
4 each	6 kg Grout Kit (ECM P-6G or AS-475 required)
1Pkg	Duck Seal (5lb.)
45'	1" Seal Tite Flexible Conduit
15 each	Loop Sealant (29oz. Cartridge) 3-M only
1 each	56K Diamond-Cascade, white modem w/ ECM string

Material Description (see sheet 19 for typical section)

(2-Lane)

Quantity

1 roll	500' THHN 14 AWG Wire
4 each	PL1Y35/100 Class 1 WIM Sensors
16 each	6kg Grout Kit (P-5G installation resin with catalyst)
1Pkg	Duck Seal (5lb.)
30'	1" Seal Tite Flexible Conduit
10 each	Loop Sealant (29oz. Cartridge) 3-M only
1 each	56K Diamond-Cascade, white modem w/ ECM string

Material Description

Note: Upon installation of PL1Y35/100 Class 1 WIM Sensors the CPU firmware will require upgrades. Emproms will be available through ECM (Electronic Control Measure). All necessary hardware needed for installation shall be incidental to material list.

**Bid Item #4:**

Weigh in Motion (WIM) calibration per site (34 sites)

Total 4-lane sites = ~~10~~ 9

Total 3-lane sites = 01

Total 2-lane sites = ~~23~~ 24

\*\*\* see attached

Requesting the following spare parts in case of non-warranty failures to be included in the price of the contract:

Add to Bid Item #3 – Six (6), 56K Diamond-Cascade, white modem w/ ECM string

PATR additional instructions for both 2 and 4 Lane installs:

- Piezo lead-in cables must be measured so they can be ordered attached to the sensor for direct pulls into cabinet. (No splices permitted.)
- Loops (THHN 14 AWG) can be pulled direct. (No splices permitted.)
- For accuracy and optimum installation a 3/4" single blade should be used. This would mean one accurate cut per piezo installation.
- The Contractor shall avoid placing sensors or loops through joints or cracked areas.
- All 6'X6' (six feet by six feet) loops shall have four (4) turns of standard #14 AWG wire.
- One 56K white modem ECM string for complete install only.
- DOT Personnel will determine lead-in lengths & perform electrical readings of sensors during installation and will inspect pavement cuts which must utilize a 3/4" cut blade.

\* • Sheet 13, add piezo lead-in lengths

site 1	4-200'	4-300'	
Site 8	4-200'	4-300'	
Site 10	2-100'	2-200'	
Site 13	4-300'		
Site 14	2-100'	2-200'	4-300'
Site 15	4-100'		
Site 17	4-100'		
Site 18	4-100'		
Site 19	4-100'		
Site 20	4-200'		
Site 21	4-200'		
Site 22	4-100'		
Site 24	4-100'		
Site 26	2-100'	2-200'	4-300'
Site 31	2-100'	4-200'	2-300'
Site 32	4-200'	4-300'	
Site 34	4-100'		
Site 38	2-100'	2-200'	
Site 40	4-100'		
Site 42	2-100'	2-200'	4-300'
Site 43	4-100'		
Site 44	4-100'		
Site 45	4-100'		
Site 46	4-100'		
Site 50	4-200'	4-300'	
Site 51	4-100'		
All the above are BL's			
Pre-Pass sites			
I-70	2-300 BL's	2-100' WIM	2-150' WIM
I-79 N&S	4-100 WIM	4-200' WIM	
I-77 N&S	4-100' WIM	4-200' WIM	
Paving contract			
Site 27	2-100'	4-200'	6-300;
Paving contract for Pre-Pass and PATR			
Site 39	4-200' WIM	4-300' WIM	

- Acetone will be required to clean sensors and cuts.
- All sites will require WIM calibration upon completion of installation. Contractor will be responsible for providing calibration truck with certified weight and size as set forth by the WVDOH.

#### WIM performance:

Wheel base or axle spacing measurements shall have a precision of  $\pm .5$  feet (.15m). Length measurements shall be accurate to within  $\pm 2$  MPH (4.83Km) of actual speed. Weigh in motion measurements shall meet the accuracy performance standards set by ASTM E1318.

Calibration vehicle will consist of the following characteristics:  
 Class 9 (5 axle) combination vehicle with operator air ride equipped,  
 and minimum 70K pound weight with weigh bill. Calibration  
 process will consist of 4 of 6 passes per lane per site. Upon  
 completion of field calibration, adjustment factors for each  
 site will be provided to DOT office personnel."

#### Warranty, Service, Support:

1. **WARRANTY:** The equipment and installation shall be warranted against all defects in materials and workmanship, and failures for a period of not less than 24 months, and shall cover 100% parts, labor, and shipping. If the manufacturer's standard warranty period exceeds 24 months, then the standard warranty shall apply. All accessory parts shall be covered by the same warranty. The warranty begins on the date the units are determined to meet specifications and are accepted by the WVDOT. If contractor replaces items due to defects or workmanship then the warranty shall begin again.
  - a. WVDOT will verbally notify the vendor point-of-contact for needed warranty repair. Warranty replacement shall not exceed seven (7) days.
  - b. The vendor shall issue shipping authorization instructions. All shipping charges shall be assumed by vendor.
  - c. All warranty repairs shall be accomplished and the equipment returned to WVDOT point of origin within 45 calendar days of receipt of the equipment by the vendor. Any equipment that is covered by warranty that cannot be repaired within 45 calendar days shall be replaced with new equipment within the 45 calendar days at no cost to WVDOT.
  - d. Exclusions: WVDOT will assume responsibility for the cost of repairs resulting from theft, vandalism, natural disaster, and operator error and negligence.
2. **Service and Support:** The manufacturer of the equipment shall have an authorized dealer within the Continental United States. The authorized dealer shall have factory-trained personnel available for warranty repairs and the performance of service. The dealer shall also maintain an inventory of high-usage parts and quick source for low-usage parts. The authorized dealer shall provide the WVDOT with a point-of-contact and a toll free telephone number. This number shall be attended, at a minimum, during the hours of 10:00AM to 4:00PM Eastern Standard time. This contact shall be responsible for responding to all inquiries relating to the purchase order and subsequent support.

#### Additional Information:

- All systems will be functional to WVDOH standards prior to payment. The systems shall be fully functional and equipped to collect traffic count, classification, weight data, and speed data in multiple lanes.
- Contractor to submit in writing information regarding all sub-consultants to be used prior to construction. The WVDOH reserves the right to approve or disapprove all sub-consultants.
- Notice to Bidders: All contractors are required to attend pre-bid meeting prior to placing project bid.

XXX



XXX

Payment:

The WVDOH currently utilizes the VISA purchasing card program for payments of services received. The successful contractor/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. Detailed invoices will be submitted to the Traffic Analysis Unit within the WVDOH's Program Planning and Administration Division for review and approval.

Contractor may request partial payment of materials purchased for bid items 1, 2, and 3. Prior to partial payment, contractor must coordinate material inspection and approval by WVDOH field personnel.

Contractor may request partial payment upon completion of PATR and Pre-pass site installation for bid items 1, 2, and 3. Prior to request for partial payment, contractor must supply WVDOH with a detailed breakdown of installation cost per PATR and Pre-pass site.

Contractor may not invoice partial payment for services rendered or materials purchased more than once per calendar month. Invoice interval limit does not apply at the request of contract payment upon completion.

- Sheet 14, add note "Notice to proceed will be within 45 days of bid opening. Contract duration will be 1 year from notice to Proceed."

~~• Sheet 16, under Bid Item #3 change number of sites from (6 sites) to (5 sites)~~

- Vendor must coordinate lengths of Class 1 BL sensors with WVDOH, Traffic Analysis Section field men before ordering to ensure Class 1 BL sensors are of proper length for each of the Two Lane Site Installation. Four Lane Sites do not apply.
- Vendor must supply "As Built" drawings per complete installation site, for all installs in order to be able to locate underground wiring and conduit pipes for future reference.
- WVDOH to provide field map at mandatory pre-bid meeting.

All questions or concerns regarding materials, specifications, etc. please contact WVDOH Field men:

- Ray Dooley at 304-558-7488
- Mike Dolan at 304-558-7489
- work cell for both at 304-539-3868

Wage Rates:

Federal and State Wage Rates shall apply.

Governing Specifications:

The West Virginia Department of Transportation, Division of Highways' Standards Specifications for Roads and Bridges adopted July 1, 2000, the Department of Highways' Supplemental Specifications, adopted January 1, 2009, and the Contract Documents. The National Electrical Code, Standards to the National Board of Fire Underwriters for Electrical Wiring and Apparatus.

Maintenance of Traffic:

1. Maintenance of traffic shall be in accordance with section 636 of the West Virginia Department of Transportation, Division of Highways' Standard Specifications, Roads and Bridges, adopted July 1, 2000, Supplemental Specifications, January 1, 2009, and the manual, "Traffic Control for Street and Highway Construction and Maintenance Operations," which is made a part of this contract and the traffic plan for individual segments, as described below.
2. The Contractor shall use portable construction signs only. These signs shall be installed only while actual work is being performed and must be removed at all other times.
3. No work shall be performed by the Contractor during peak hours (6:30 a.m. to 8:30 a.m., and 3:30 p.m. to 8:30 p.m.) on critical roadways, as determined by the District Engineer.
4. The Contractor shall perform all work during daylight hours only (sunrise to sunset).
5. It shall be the Contractor's responsibility to coordinate traffic control with any adjacent or overlapping project. This coordination shall be done through the District Engineer to ensure that any one closure shall not conflict with any other closure.
6. Maintenance of traffic at sites on the WV Turnpike shall be in accordance with the specification

\*\*\*See attached placement diagrams

**Bid Item #1:**  
PATR minimum materials required for loops and piezos installation (24 sites) \$ 322,680<sup>00</sup>

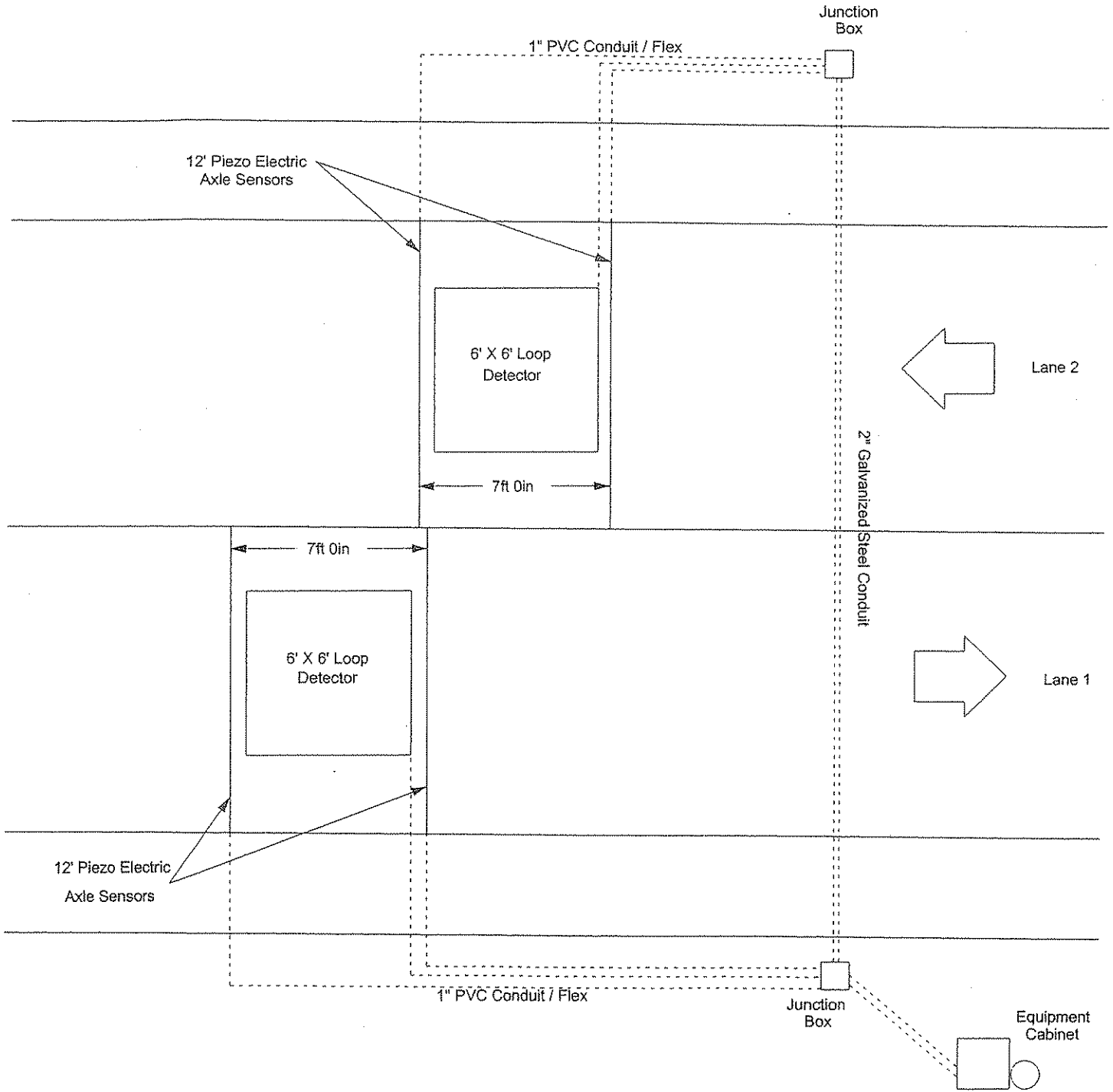
**Bid Item #2:**  
PATR minimum materials required for complete installation (2 sites) \$ 83,790<sup>00</sup>

**Bid Item #3:**  
Pre-pass minimum materials required for loops and encapsulated sensors  
installation (5 sites), plus spare parts \$ 133,937<sup>00</sup>

**Bid Item #4:**  
Weigh in Motion (WIM) calibration (34 sites) \$ 100,000<sup>00</sup>

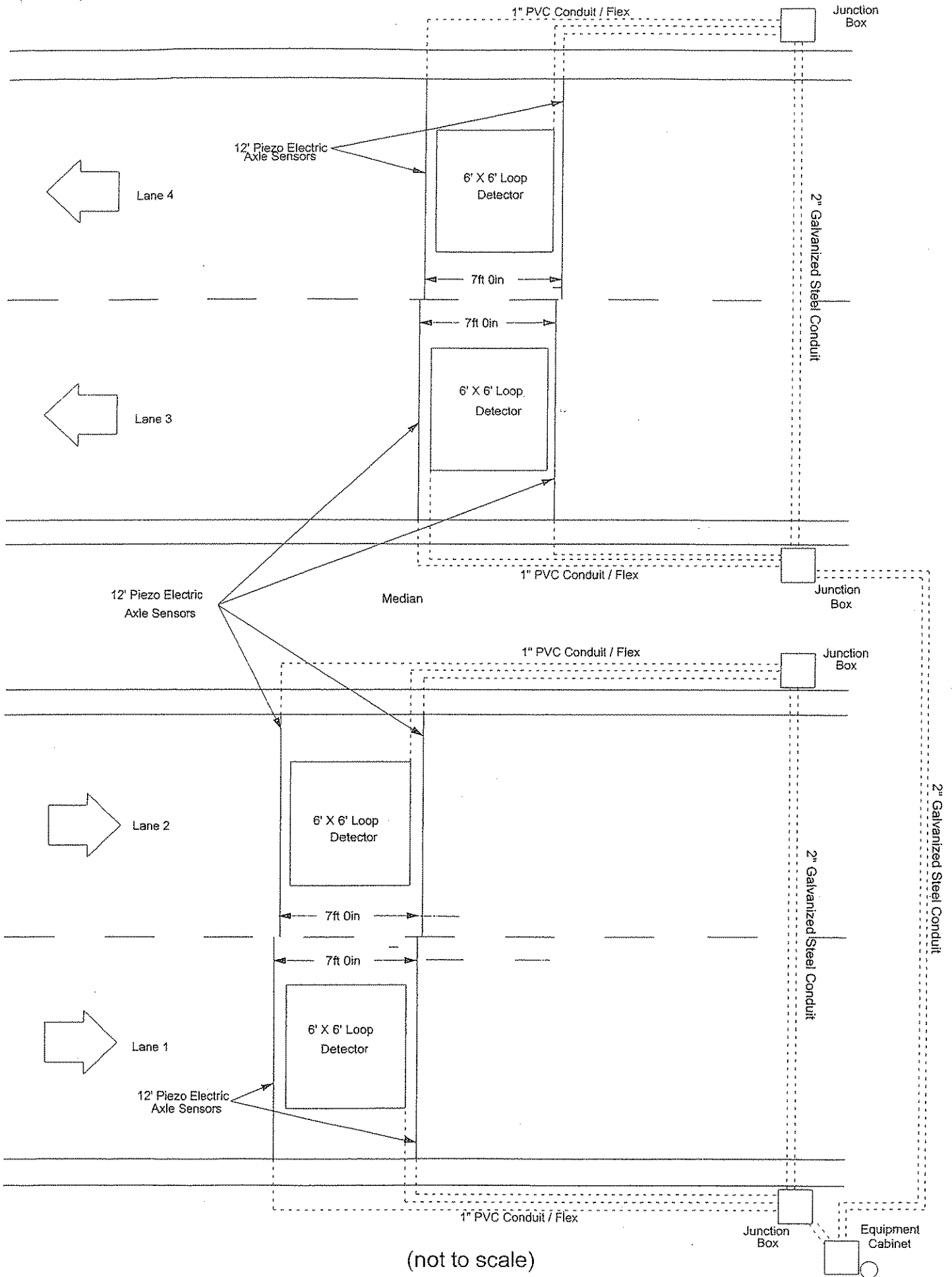
**Total** \$ 640,407<sup>00</sup>

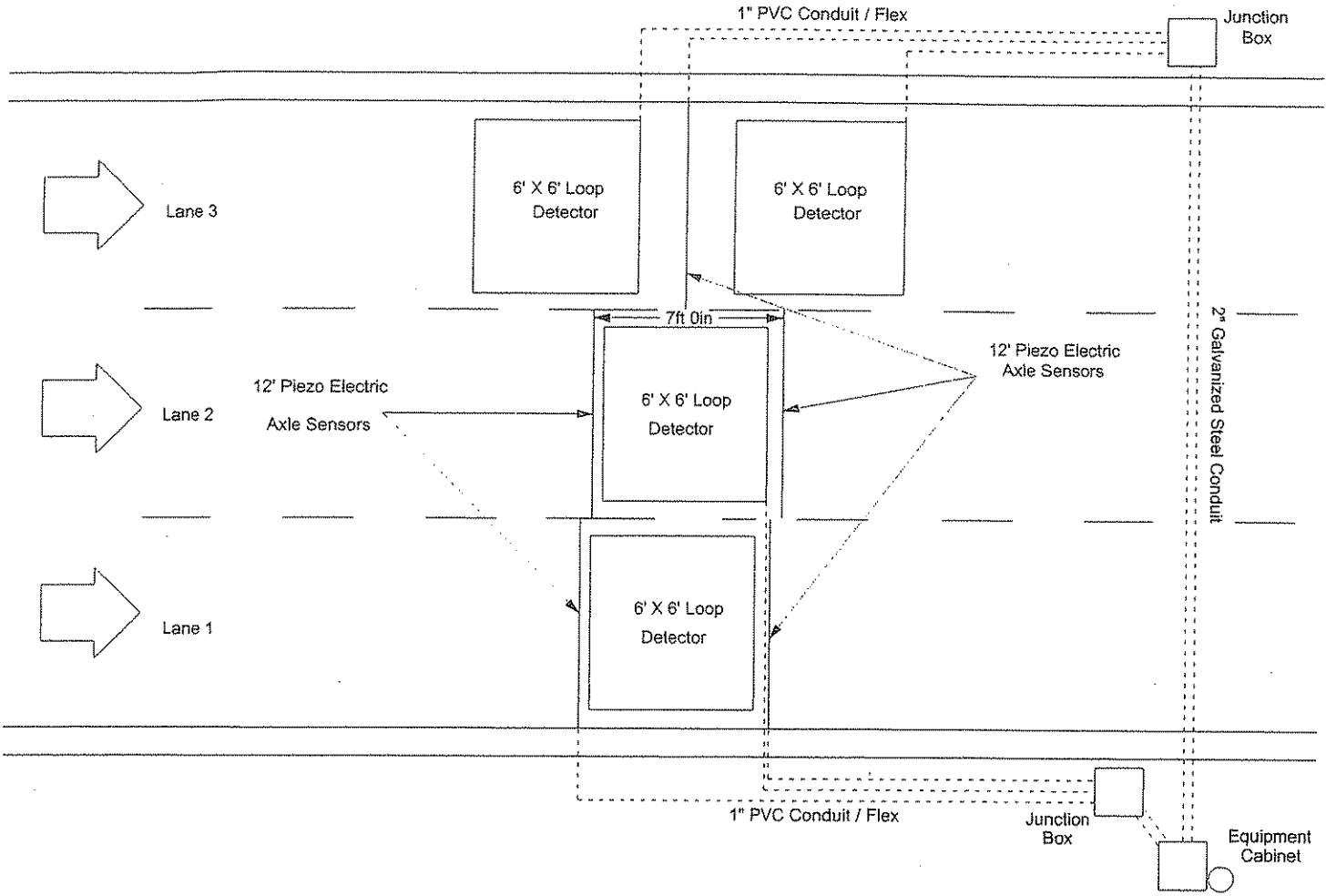
# Typical 1 - 2 Lane Permanent Automatic Traffic Recorder Typical Sensor Replacement



(not to scale)

Typical 2 - 4 Permanent Automatic Traffic Recorder Counter Typical Sensor Replacement 18





(not to scale)

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Bayliss & Ramey, Inc.  
of 2262 Roxalana Road, Dunbar, WV 25064, as Principal, and Ohio Farmers Insurance Company  
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 86100002, to provide for the purchase, installation and reinstallation of PATR (Permanent Automatic Traffic Recorders),  
Pre-Pass and WIM (Weigh In Motion) devices at various sites for the West Virginia Division of Highways.

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  
18th day of November, 2009.

Principal Corporate Seal

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

Surety Corporate Seal

Ohio Farmers Insurance Company  
(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

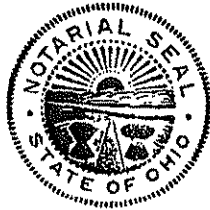
Signature of Richard L. Kinnaird, Jr.

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



Signature of William J. Kahelin

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 18th day of November A.D., 2009 .



Signature of Frank A. Carrino Secretary





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)

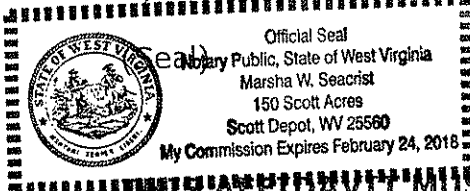
By: Mark R. Whitt

Title: President

Date: 11-18-09

Taken, subscribed and sworn to before me this 18<sup>th</sup> day of November  
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 & Ranney Inc.  
Authorized Signature:  Date: 11-18-09