



# West Virginia Purchasing Division

2019 Washington Street, East  
Charleston, WV 25305  
Telephone: 304-558-2306  
General Fax: 304-558-6026  
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header

List View

General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 163335

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0803

Vendor ID: VS0000007588

SO Doc ID: DOT1600000055

Legal Name: J.Q. & G. INC. CO.

Published Date: 2/12/16

Alias/DBA: J.Q. & G. INC. CO.

Close Date: 2/24/16

Total Bid: \$1,560,822.50

Close Time: 13:30

Response Date: 02/24/2016

Status: Closed

Response Time: 12:57

Solicitation Description: Addendum No.6 - Traffic Monitoring

Total of Header Attachments: 0

Total of All Attachments: 0



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 163335  
**Solicitation Description :** Addendum No.6 - Traffic Monitoring  
**Proc Type :** Central Master Agreement

Date issued	Solicitation Closes	Solicitation No	Version
	2016-02-24 13:30:00	SR 0803 ESR02241600000003854	1

VENDOR
VS0000007588 J.Q. & G. INC. CO. J.Q. & G. INC. CO.

**FOR INFORMATION CONTACT THE BUYER**  
 Sheila L Hannah  
 (304) 558-4317  
 sheila.l.hannah@wv.gov

**Signature X** **FEIN #** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	TYPE A MECHANICAL VOLUME COUNT	2600.00000	EA	\$243.750000	\$633,750.00

Comm Code	Manufacturer	Specification	Model #
81100000			

Extended Description : TYPE A (1 TUBE) MECHANICAL VOLUME COUNT

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	TYPE B MECHANICAL VOLUME COUNT	250.00000	EA	\$493.750000	\$123,437.50

Comm Code	Manufacturer	Specification	Model #
81100000			

Extended Description : TYPE B (2 TUBE) MECHANICAL VOLUME COUNT

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	TYPE C(RADAR OR SIMILAR NON-INTRUSIVE COUNTS)	5.00000	EA	\$1,875.000000	\$9,375.00

Comm Code	Manufacturer	Specification	Model #
81100000			

Extended Description : TYPE C (RADAR OR SIMILAR NON-INTRUSIVE COUNTS)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	MECHANICAL CLASSIFICATION COUNTS	700.00000	EA	\$531.000000	\$371,700.00

Comm Code	Manufacturer	Specification	Model #
81100000			

Extended Description : MECHANICAL CLASSIFICATION COUNTS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	MECHANICAL SPEED COUNTS	20.00000	EA	\$744.000000	\$14,880.00

Comm Code	Manufacturer	Specification	Model #
81100000			

Extended Description : MECHANICAL SPEED COUNTS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	TURNING MOVEMENT COUNT	200.00000	EA	\$938.000000	\$187,600.00

Comm Code	Manufacturer	Specification	Model #
81100000			

Extended Description : TURNING MOVEMENT COUNT

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	TURNING MOVEMENT COUNT PLUS INTERSECTION	100.00000	EA	\$963.000000	\$96,300.00

Comm Code	Manufacturer	Specification	Model #
81100000			

Extended Description : TURNING MOVEMENT COUNT PLUS INTERSECTION DIGITAL PHOTOGRAPHS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	ELECTRONIC LICENSE PLATE RECOGNITION DATA	120.00000	EA	\$344.000000	\$41,280.00

Comm Code	Manufacturer	Specification	Model #
81100000			

Extended Description : ELECTRONIC LICENSE PLATE RECOGNITION DATA PER CAMERA PER HOUR

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	VIDEO ANALYTICAL TOOLS	10.00000	EA	\$2,000.000000	\$20,000.00

Comm Code	Manufacturer	Specification	Model #
81100000			

Extended Description : A SPECIFIED COST FOR VIDEO ANALYTICAL TOOLS FOR INTERSECTIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	DIRECTIONAL COUNTS	100.00000	EA	\$625.000000	\$62,500.00

Comm Code	Manufacturer	Specification	Model #
81100000			

Extended Description : A SPECIFIED COST FOR DIRECTIONAL COUNTS



J.Q. & G. INC. COMPANY  
3451 BRANDON AVENUE SW  
ROANOKE, VA 24018

**RE: CRFQ 0803 DOT 1600000055 – Traffic Monitoring**

**Feb 24<sup>th</sup> 2016**

To Whom It May Concern, In reference to this Bid mentioned above my company will be subcontracting with the following company for the services requested on this bid:

- Davenport Engineering – 16003 Continental Blvd. S. Chesterfield, VA 23834

J.Q. & G. is a Peek Traffic distributor in the State of WV. Should you have any questions please do not hesitate to contact me (540.588.7625).

Regards!

Paul Omiyo



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Request for Quotation  
 19 - Highways

Proc Folder: 163335

Doc Description: Addendum No.6 - Traffic Monitoring

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-02-12	2016-02-24 13:30:00	CRFQ 0803 DOT1600000055	8

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:

J.G. & G. INC. COMPANY  
 3451 BRANDON AVENUE SW  
 RDA, VA 24018  
 540.588.7625

**FOR INFORMATION CONTACT THE BUYER**

Sheila L Hannah  
 (304) 558-4317  
 sheila.l.hannah@wv.gov

Signature X

FEIN # 475281963

DATE 2/24/16

All offers subject to all terms and conditions contained in this solicitation



**ADDITIONAL INFORMATION:**

Addendum No. 6. To extend bid opening from 02/17/2016 to 02/24/2016 at 1:30 pm. To provide responses to vendor questions inadvertently omitted from the previous addenda

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS PLANNING DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A-450 CHARLESTON WV25305 US	DIVISION OF HIGHWAYS PLANNING DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A-450 CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	TYPE A MECHANICAL VOLUME COUNT	2600.00000	EA	243.75	633750.00

Comm Code	Manufacturer	Specification	Model #
81100000			

Extended Description :  
TYPE A (1 TUBE) MECHANICAL VOLUME COUNT

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS PLANNING DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A-450 CHARLESTON WV25305 US	DIVISION OF HIGHWAYS PLANNING DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A-450 CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	TYPE B MECHANICAL VOLUME COUNT	250.00000	EA	493.75	123438.00

Comm Code	Manufacturer	Specification	Model #
81100000			

Extended Description :  
TYPE B (2 TUBE) MECHANICAL VOLUME COUNT

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS PLANNING DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A-450 CHARLESTON WV25305 US	DIVISION OF HIGHWAYS PLANNING DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A-450 CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	TYPE C(RADAR OR SIMILAR NON-INTRUSIVE COUNTS)	5.00000	EA	1875.00	9375.00

Comm Code	Manufacturer	Specification	Model #
81100000			

Extended Description :  
TYPE C (RADAR OR SIMILAR NON-INTRUSIVE COUNTS)

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS PLANNING DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A-450 CHARLESTON WV25305 US	DIVISION OF HIGHWAYS PLANNING DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A-450 CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	MECHANICAL CLASSIFICATION COUNTS	700.00000	EA	531.00	371,700.00

Comm Code	Manufacturer	Specification	Model #
81100000			

Extended Description :  
MECHANICAL CLASSIFICATION COUNTS

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS PLANNING DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A-450 CHARLESTON WV25305 US	DIVISION OF HIGHWAYS PLANNING DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A-450 CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	MECHANICAL SPEED COUNTS	20.00000	EA	744.00	14880

Comm Code	Manufacturer	Specification	Model #
81100000			

Extended Description :  
MECHANICAL SPEED COUNTS

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS PLANNING DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A-450 CHARLESTON WV25305 US		DIVISION OF HIGHWAYS PLANNING DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A-450 CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	TURNING MOVEMENT COUNT	200.00000	EA	938 <sup>00</sup>	187600 <sup>00</sup>

Comm Code	Manufacturer	Specification	Model #
81100000			

Extended Description :  
TURNING MOVEMENT COUNT

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS PLANNING DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A-450 CHARLESTON WV25305 US		DIVISION OF HIGHWAYS PLANNING DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A-450 CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	TURNING MOVEMENT COUNT PLUS INTERSECTION	100.00000	EA	963 <sup>00</sup>	96300 <sup>00</sup>

Comm Code	Manufacturer	Specification	Model #
81100000			

Extended Description :  
TURNING MOVEMENT COUNT PLUS INTERSECTION DIGITAL PHOTOGRAPHS

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS PLANNING DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A-450 CHARLESTON WV25305 US		DIVISION OF HIGHWAYS PLANNING DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A-450 CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	ELECTRONIC LICENSE PLATE RECOGNITION DATA	120.00000	EA	344 <sup>00</sup>	41280 <sup>00</sup>

Comm Code	Manufacturer	Specification	Model #
81100000			

Extended Description :  
ELECTRONIC LICENSE PLATE RECOGNITION DATA PER CAMERA PER HOUR

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS PLANNING DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A-450 CHARLESTON WV25305 US	DIVISION OF HIGHWAYS PLANNING DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A-450 CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	VIDEO ANALYTICAL TOOLS	10.00000	EA	2000	20000

Comm Code	Manufacturer	Specification	Model #
81100000			

Extended Description :  
A SPECIFIED COST FOR VIDEO ANALYTICAL TOOLS FOR INTERSECTIONS

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS PLANNING DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A-450 CHARLESTON WV25305 US	DIVISION OF HIGHWAYS PLANNING DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A-450 CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	DIRECTIONAL COUNTS	100.00000	EA	625 <sup>00</sup>	62500

Comm Code	Manufacturer	Specification	Model #
81100000			

Extended Description :  
A SPECIFIED COST FOR DIRECTIONAL COUNTS

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory Pre-Bid Meeting at 10:00am	2016-01-06
2	Technical questions	2016-01-12

DOT1600000055	<b>Document Phase</b> Final	<b>Document Description</b> Addendum No.6 - Traffic Monitoring	<b>Page 6</b> <b>of 6</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**SOLICITATION NUMBER: CRFQ – DOT1600000055**  
**Addendum Number: 2**

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The purpose of this addendum is to modify the solicitation identified as CRFQ DOT1600000055 (“Solicitation”) to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

1. Attach Addendum Acknowledgement Form

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DOT160000055**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

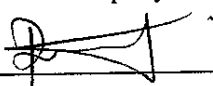
**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |                                         |                                          |
|-----------------------------------------|------------------------------------------|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

J. Q. & G. INC COMPANY  
Company  
  
Authorized Signature  
1/26/16  
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

**SOLICITATION NUMBER: CRFQ – DOT1600000055**  
**Addendum Number: 3**

---

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT1600000055("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

1. To extend bid opening from January 21, 2016 to February 10, 2016

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DOT160000055**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

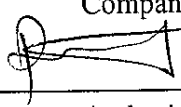
**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |                                         |                                          |
|-----------------------------------------|------------------------------------------|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

J. Q. & G. INC COMPANY  
Company  
  
Authorized Signature  
1/26/2016  
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

**SOLICITATION NUMBER: CRFQ – DOT1600000055**  
**Addendum Number: 4**

---

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT1600000055 (“Solicitation”) to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

1. Responses to vendor questions attached.
2. Bid openings remain February 10, 2016 at 1:30 pm.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DOT1600000055**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |                                         |                                          |
|-----------------------------------------|------------------------------------------|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

J. Q. & G. INC. COMPANY

Company



Authorized Signature

1/26/16

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

**SOLICITATION NUMBER: CRFQ – DOT1600000055**  
**Addendum Number: 5**

---

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT1600000055 (“Solicitation”) to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

1. Bid openings remain February 17, 2016 at 1:30 pm.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DOT160000055**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

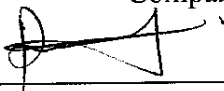
**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |                                         |                                          |
|-----------------------------------------|------------------------------------------|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

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J-Q. & G. INC COMPANY  
Company

  
Authorized Signature

2/24/2016  
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

**SOLICITATION NUMBER: CRFQ – DOT1600000055**  
**Addendum Number: 6**

---

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT1600000055 (“Solicitation”) to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

1. Modify bid opening from February 17, 2016 to February 24, 2016 at 1:30 pm.
2. To provide responses to vendor questions inadvertently omitted from previous addenda.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DOT160000055**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

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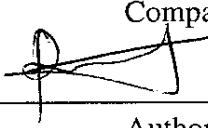
**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |                                         |                                          |
|-----------------------------------------|------------------------------------------|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

J-Q. & G. INC. COMPANY  
Company

  
Authorized Signature

2/24/16  
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**MANDATE:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

**DEFINITIONS:**

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

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: J. Q. & G. INC COMPANY

Authorized Signature: [Signature] Date: 2/24/16

State of Virginia

County of Roanoke, to-wit:

Taken, subscribed, and sworn to before me this 24<sup>th</sup> day of February, 2016.

My Commission expires August 31, 2019.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]  
Purchasing Affidavit (Revised 08/01/2015)



REQUEST FOR QUOTATION  
Statewide Traffic Monitoring Data Collection

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Transportation, Division of Highways to establish an open-end contract for Statewide Traffic Monitoring Data Collection.
  
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
  - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
  - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.4 **“FHWA”** means the United States Department of Transportation, Federal Highways Administration.
  - 2.5 **“PEEK Traffic Corporation”** means the customer focused provider for transportation managements systems that builds, tests and supports traffic equipment products. Website is: [www.peek-traffic.com](http://www.peek-traffic.com)
  
3. **GENERAL REQUIREMENTS:** The successful Vendor shall provide all labor, materials, and equipment necessary to collect various traffic monitoring data on roadways throughout the state over a one (1) year period with the option to renew two (2) additional years, as outlined in the General Terms and Conditions. This data collection is necessary to meet all requirements of FHWA, the West Virginia Department of Transportation, Division of Highways, and other needs as deemed necessary by the Agency’s Planning Division.
  - 3.1 **Data Requirements:** The Agency will provide the following to the Vendor:
    - 3.1.1 Detailed descriptions of all data collection locations, including count number (indicating type of count if mechanical volume count), descriptive location giving reference from a fixed point, and general highway county maps or city maps with location of count indicated.

**REQUEST FOR QUOTATION**  
**Statewide Traffic Monitoring Data Collection**

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- 3.1.2** Assistance in scheduling, locating, and determining manpower requirements, for specific counts or groups of counts.
  - 3.1.3** Assistance in training of field technicians, orientation of personnel with respect to geographic locations, and efficient operational techniques.
  - 3.1.4** Assistance with transmitting of collected data to Agency's Planning Division in Charleston, West Virginia.
  - 3.1.5** Adequate advance notice (minimum two weeks) for unscheduled "priority" count requests unless Vendor agrees to collect a particular count with less notice (otherwise, counts with less notice shall be the responsibility of the Agency).
- 3.2** The Vendor will provide to the Agency raw data resulting from the field collection of mechanical volume counts, turning movement counts, mechanical classification counts, or other specialized counts as defined by the schedule provided by the Agency.
- 3.2.1** Duration of data collection activities shall be 48 consecutive hours between Monday AM and Friday PM hours (except as dictated by special counts) for all types of mechanical volume counts and mechanical vehicle classification counts; and for the hours 7:00a.m.-10:00 a.m., 11:00 a.m.-1:00 p.m. and 2:00 p.m.-6:00 p.m. for turning movement counts
  - 3.2.2** The Vendor must, when so directed by the Agency, use a Windows based program to transmit traffic data files via the internet to the Traffic Analysis Unit Traffic Server. This program and its usage instructions will be provided to the Vendor at no charge. All data will have a unique identifying number (determined by the Agency) in the file header that will be associated with that site for all future accounts. Also, within the file header the travel direction code will reflect the overall route direction rather than specific direction pertaining to its unique location. Any errors with the count header format will be returned to the Vendor for revision within five (5) working days. If the data collection site is abandoned or replaced with another location by the Agency, then the unique identifying number shall be abandoned or replaced with a new number. Latitude and longitude coordinates in the format 39.17721 - 078.25719 (note five decimal places) shall be gathered by Vendor for each site counted, unless the Agency has furnished latitude and longitude coordinates and the site location is within 50 feet of latitude and longitude coordinates furnished by Agency. Latitude and longitude coordinates shall use the North American Datum NAD 1983. Latitude and longitude coordinates need not be updated in future counts if the same site location is used (within a tolerance of 50 feet). Format for data shall be in the PEEK Traffic Corporation format (latest version for machine volume counts and mechanical vehicle classification counts; Excel spreadsheet format for turning movement counts or other format as defined by the Agency and agreed to by the Vendor for special counts. Submission of data shall be

REQUEST FOR QUOTATION  
Statewide Traffic Monitoring Data Collection

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consistent and identical in format over time, including incorporation of invisible characters, extra characters, or white space between fields. All fields shall be machine readable.

- 3.2.3 The quality of the data submission must be a true and correct representation of the traffic conditions on the specific roadway at the time of data collection.
- 3.2.4 Equipment used in data collection must be tested annually, and test results shall be submitted to the Agency.
- 3.2.5 The Agency may at its discretion implement enhanced data quality assurance procedures. Where data quality concerns are identified by the Agency within thirty (30) days after receiving the count from the Vendor, the Vendor shall respond in writing within two weeks after receiving written notice from the Agency.
- 3.2.6 Adequate written documentation, including latitude and longitude coordinates, accompanying each count to enable the Agency to determine the number, location and date of count. Documentation should also include data collection technician identification and indication of abnormal activities in area of count, i.e., inclement weather, construction activities, vehicle crashes, etc.
- 3.2.7 Means of communications with field supervisors and other staff in the event of questions by Agency personnel regarding counts.
- 3.2.8 Adequate equipment resources and maintenance capabilities to ensure efficient field operations and completion of counts as scheduled. On a monthly basis the Vendor will provide the Agency with counts completed the previous month, overall percentage of counts completed, and schedule to complete the remaining counts to include resets.
- 3.2.9 The Vendor must possess the ability to perform electronic license plate recognition. If this work will be completed by a sub then the vendor will acquire a letter of agreement for such work which will remain in place during the tenure of this agreement. The work will be completed on an as needed basis and cost included in the Pricing Pages.
- 3.2.10 The vendor must possess the ability to provide intersection digital photographs.
- 3.2.11 The vendor must possess the ability to use video intersection analysis tools for intersection traffic vehicle counts and turning movements by way of video via live streaming permanently affixed cameras, or recorded video which is gathered by temporary cameras mounted in a correct position.

**3.3 Special Requirements:**

- 3.3.1 Mechanical volume counts designated as “2000” series (with count number in the numeric form “x02xxx”) shall be conducted only during period when schools, both local secondary and college, are in session.

REQUEST FOR QUOTATION  
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- 3.3.2** Mechanical volume counts on the Interstate Highway System shall be collected on all routes for two distinct time periods during the year with a minimum of three month's elapsed time between counts on the same roadway segment. In addition, counts shall be conducted consecutively for each segment. In addition, counts shall be conducted consecutively for each segment along the entire length of the Interstate Route 68, 70, 81, and 470 with no more than 48 hours elapsed time between counts on adjacent segments. Interstate Routes 64 and 77 shall be divided into two sections each: I-77 from the Ohio border to Charleston and from Charleston to the Virginia border; I-64 from the Kentucky border to Charleston and from Beckley to the Virginia border (I-64 follows I-77 from Charleston to Beckley). Each of these distinct sections shall be counted consecutively along their lengths with no more than 48 hours elapsed time between counts on adjacent segments.
- 3.3.3** No regularly scheduled data collection activities will take place during the major holiday periods of Easter, Memorial Day, July Fourth, Labor Day, Thanksgiving, or Christmas. The Agency shall also provide schedules of other holidays and local events which may affect counts in particular locations. Field personnel should be alert for events not foreseen and duly noted above.
- 3.3.4** All prescheduled mechanical volume counts shall be completed and transmitted to the Agency no later than October 31 of the appropriate year.
- 3.3.5** Mechanical classification counts on roads with multiple lanes in one direction shall be collected and classified per lane. Multiple machines may be used as needed. All data must be merged prior to submission to the Agency. Classified data requirements shall be collected using the 13 vehicle classification types recommended by FHWA.
- 3.3.6** The Agency may, at its discretion, request a recount of any particular count which has missing data, falls outside the allowable limit of fifteen percent change from previous counts, or exhibits other abnormalities. If the recount is in agreement with the original count, it shall be counted as part of the agreed total number of counts; if the second count is deemed valid in place of the original by the Agency, it shall not count towards the total number of counts.
- 3.3.7** The Vendor shall provide the Agency data from counts within a maximum two week's (ten working days) turnaround subsequent to the date of field collection of the data. Failure to provide the data within this time period may, at the discretion of the Agency; result in the count being unacceptable to the Agency, and therefore not eligible for payment as a valid count.

**3.4 Satisfactory Performance**

All work by the Vendor shall be performed in a manner satisfactory to the Agency and in accordance with the established practices and procedures. In addition, the

REQUEST FOR QUOTATION  
Statewide Traffic Monitoring Data Collection

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Vendor will provide signing on all contract vehicles indicating the name of the Vendor and the phone number. Also, employees will be given credentials identifying them as employees of the Vendor for use as needed.

**3.5 Safety and work zone traffic control**

**3.5.1** All counting operations conducted by the Vendor shall be done with the safety of the crew and motoring public as the priority. The Vendor shall follow all Agency requirements and recommendations, particularly the national Manual on Uniform Traffic Control Devices and the Agency's Manual on Temporary Traffic Control for Streets and Highways which is available on website:

<http://www.transportation.wv.gov/highways/engineering/Pages/Traffic.aspx>

**3.5.2** The vehicle used during the installation, maintenance, repair, or removal of traffic counting equipment shall be equipped with either a fixed or portable flashing or revolving yellow strobe light or a bar of lights. The single lights shall be placed on the vehicle at a location that is visible by approaching traffic from all directions for a distance is feet equal to ten times the posted speed limit. If the sight distance is not adequate to safely install, maintain, repair, or remove counting equipment, or if the traffic volumes are heavy, or conditions is considered unsafe, either a flagger or uniformed police officer shall be used for assistance.

**3.5.3** The equipment and attire for the personal protection of Vendor employees performing traffic counting functions shall be as follows:

**3.5.3.1 High visibility outerwear:** All personnel involved in the installation, maintenance, repair or removal of traffic counting equipment shall wear a high-visibility vest, shirt, or jacket. For nighttime work outerwear should be reflective.

**3.5.3.2 Head protection:** During the installation, maintenance, repair or removal of traffic counting equipment, all personnel shall wear a hard hat. If the specific work being performed involves bending over to the point where it is difficult to keep the hard hat on the head, the hard hat may be removed to complete the task. The hard hat must be replaced immediately after completing the task.

**3.5.3.3 Eye protection:** Safety goggles or glasses with side - impact protection shall be worn during any installation, maintenance, repair or removal of traffic counting equipment.

**4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the

REQUEST FOR QUOTATION  
Statewide Traffic Monitoring Data Collection

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Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Page.

- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages by reviewing the various types of traffic counts listed and the estimated number of counts the contract will include and calculate the cost per item as listed on the Pricing Pages. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

**5. INVOICING AND PAYMENT:**

- 5.1 Invoicing:** Vendor shall send an invoice to:  
West Virginia Department of Transportation  
Division of Highways, Planning Division  
Building 5, Room 450  
1900 Kanawha Boulevard, East  
Charleston, WV 25305

- 5.2** The Vendor shall submit all billings to the Director of the Planning Division of the Agency with adequate supporting data as heretofore mentioned, and any submission of additional fee billings shall be supported by necessary documentation acceptable to the Agency.
- 5.3** Furthermore, no approval given or payment made under this Contract shall be conclusive evidence or the satisfactory performance of the Contract either wholly or in part, and no payment shall be construed to be an acceptance of defective work or inaccurate material.
- 5.4** The Agency agrees to pay the Vendor on an interim monthly basis based upon per unit costs of work completed during the monthly period as verified by the Agency upon receipt by the Agency of proper invoices in quadruplicate to the Agency with adequate supporting data. In the event an invoice is found not acceptable, the Agency will provide the Vendor a clear statement regarding ineligibility of the deficiencies to be eliminated prior to acceptance.

REQUEST FOR QUOTATION  
Statewide Traffic Monitoring Data Collection

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- 5.5 It is hereby expressly covenanted, agreed, and understood by and between the parties hereto that the Vendor will immediately make payment and refund to the Agency for any and all overpayment made by said Agency to the Vendor on any partial payments made on this Contract; and it is further agreed that the Agency is given the right and authority to withhold and apply any funds in its possession belonging to or owed to the Vendor on any contract or from any other source to the payment or any overpayment made in connection with this contract; and it is further expressly agreed that the statute of limitations shall not commence to run against the Agency for such overpayment until such overpayment is discovered and made known to the Agency.
- 5.6 Upon receipt, review, and approval of properly documented invoices for the completion of services rendered under this Contract, the Agency will pay the Vendor on a specified cost basis for all work as distinctly set forth below:
- 5.6.1 A specified cost for Type A- mechanical volume counts.
  - 5.6.2 A specified cost for Type B- mechanical volume counts.
  - 5.6.3 A specified cost for Type C- (Radar or similar non-intrusive technology) volume counts.
  - 5.6.4 A specified cost for collection of mechanical classification counts.
  - 5.6.5 A specified cost for collection of specialized mechanical speed counts.
  - 5.6.6 A specified cost for collection of turning movement counts.
  - 5.6.7 A specified cost for electronic license plate recognition data.
  - 5.6.8 A specified cost for intersections digital photographs.
  - 5.6.9 A specified cost for video analytical tools of intersections.
  - 5.6.10 A specified cost for directional counts.
- 5.7 The Vendor shall submit one original invoice to the Agency with adequate supporting data. In the event an invoice is found not acceptable, the Agency will provide the Vendor a clear statement regarding ineligibility or deficiencies to be eliminated prior to acceptance. There will be no retainage required on work performed under this agreement.
- 5.8 **Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**6. VENDOR DEFAULT:**

- 6.1 The following shall be considered a vendor default under this Contract.
- 6.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
  - 6.1.2 Failure to comply with other specifications and requirements contained herein.

REQUEST FOR QUOTATION  
Statewide Traffic Monitoring Data Collection

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6.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

6.1.4 Failure to remedy deficient performance upon request.

6.2 The following remedies shall be available to Agency upon default.

6.2.1 Immediate cancellation of the Contract.

6.2.2 Immediate cancellation of one or more release orders issued under this Contract.

6.2.3 Any other remedies available in law or equity.

**7. MISCELLANEOUS:**

7.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

7.2 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: PAUL SMITH  
Telephone Number: 540-588-7625  
Fax Number: 540-982-6718  
Email Address: jggini@outlook.com



include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

## GENERAL TERMS AND CONDITIONS:

**1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_ upon award \_\_\_\_\_ and extends for a period of \_\_\_\_\_ one (1) \_\_\_\_\_ year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to \_\_\_\_\_ Three (3) \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed \_\_\_\_\_ 36 \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Other:** See attached.

**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

**7. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**8. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

**BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

**Commercial General Liability Insurance:** In the amount of \$1,000,000 or more.

**Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

**11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of

for \_\_\_\_\_.

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules §§ 148-1-6.1.e.

**17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**18. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

**19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**20. PREVAILING WAGE:** Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

**21. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**22. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**23. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**24. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**25. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

**26. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**27. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**28. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.



**29. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.

**30. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**31. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor 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 agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

**33. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**34. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor 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, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, 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; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.


**42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

J.Q. S.G. INC. COMPANY  
(Company)

 OWNER / PRESIDENT  
(Authorized Signature) (Representative Name, Title)

540.588.7625 / 540.982.6978 / 1/26/16  
(Phone Number) (Fax Number) (Date)

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

1. **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. **Application is made for 5% vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**  
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

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

Bidder: J-Q. & Co. Inc. Co.  
Date: 1/26/16

Signed: [Signature]  
Title: OWNER / PRESIDENT

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number:

CRQF 0803 DOT16\*55

Date:

01/06/2016 10:00am

Project Description:

TRAFFIC MONITORING DATA COLLECTION

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	The Traffic Group Inc
Firm Address:	9900 Franklin Sq. Dr. Suite H Baltimore, MD 21236
Representative Attending:	Chris Hinkey
Phone Number:	(800) 583-8411
Fax Number:	<del>800 583 8411</del>
Email Address:	chinkey@trafficgroup.com

Firm Name:	Quality Traffic Data, LLC
Firm Address:	4860 Cox Rd, Suite 200 Glen Allen, VA 23060
Representative Attending:	Cassey Centerbury
Phone Number:	877-852-4355
Fax Number:	877-877-3698
Email Address:	Info@qualitytrafficdata.com

Firm Name:	Quality Traffic Data, LLC
Firm Address:	4860 Cox Rd, Suite 200 Glen Allen, VA 23060
Representative Attending:	Wilbert Sprau
Phone Number:	877 852 4355
Fax Number:	877 877 3698
Email Address:	Info@qualitytrafficdata.com

Firm Name:	Quality Traffic Data, LLC
Firm Address:	4860 Cox Road, Suite 200 Glen Allen, VA 23060
Representative Attending:	James McClellan
Phone Number:	877-852-4355
Fax Number:	877-877-3698
Email Address:	Info@qualitytrafficdata.com

Firm Name:	<del>Quality Traffic Data, LLC</del>
Firm Address:	<del>4860 Cox Rd, Suite 200 Glen Allen, VA 23060</del>
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	Quality Traffic Data, LLC
Firm Address:	4860 Cox Road, Suite 200 Glen Allen, VA 23060
Representative Attending:	Quality Traffic Data Michael Goff
Phone Number:	877 852 4355
Fax Number:	877 877 3698
Email Address:	Info@qualitytrafficdata.com

PRE-BID CONFERENCE  
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Firm Name:	<u>Theo Travis</u>
Firm Address:	<u>J.D. &amp; G. INC. COMPANY</u> <u>3451 BRANDON AVENUE SW</u> <u>ROANOKE, VA 24018</u>
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	<u>WV DOT</u>
Firm Address:	
Representative Attending:	<u>Perry Keller</u>
Phone Number:	<u>304 558-9591</u>
Fax Number:	
Email Address:	<u>Perry.j.keller@wv.gov</u>

Firm Name:	<u>WV DOT</u>
Firm Address:	<u>1900 Kanawha Blvd E</u> <u>Charleston, WV 25305</u>
Representative Attending:	<u>Karen Skeen</u>
Phone Number:	<u>304-558-9519</u>
Fax Number:	<u>304-558-3783</u>
Email Address:	<u>Karen.L.Skeen@wv.gov</u>

Firm Name:	<u>WVDOH</u>
Firm Address:	<u>1900 Kanawha Blvd E</u> <u>Charleston WV 25305</u>
Representative Attending:	<u>Alanna J. Slack</u>
Phone Number:	<u>304.558.9245</u>
Fax Number:	<u>304.558.3783</u>
Email Address:	<u>Alanna.J.Slack@wv.gov</u>

Firm Name:	<u>WV DOT</u>
Firm Address:	<u>1900 Kanawha Blvd E.</u> <u>Charleston WV 25305</u>
Representative Attending:	<u>Zelham Elsayed</u>
Phone Number:	<u>304-558-9826</u>
Fax Number:	
Email Address:	<u>zelham.m.elsayed@wv.gov</u>

Firm Name:	<u>WV DOH</u>
Firm Address:	<u>1900 Kanawha Blvd E.</u> <u>Charleston WV 25305</u>
Representative Attending:	<u>Michele Higginbotham</u>
Phone Number:	<u>304-558-7465</u>
Fax Number:	<u>304-558-3783</u>
Email Address:	<u>michele.d.higginbotham@wv.gov</u>



PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number:

CRQF 0803 DOT16\*55

Date:

01/06/2016 10:00am

Project Description:

**TRAFFIC MONITORING DATA COLLECTION**

**PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.**

Firm Name:	<u>A. Morton Thomas &amp; Assoc.</u>
Firm Address:	<u>300 Summers Street</u> <u>Suite 1280</u> <u>Charleston, WV 25301</u>
Representative Attending:	<u>Tim Kirk</u>
Phone Number:	<u>304-488-6031</u>
Fax Number:	<u>304-460-4953</u>
Email Address:	<u>TKirk@amtengineering.com</u>

Firm Name:	<u>WV DOT</u>
Firm Address:	<u>Bldg 5 Room 450</u> <u>1900 Kanawha Blvd E</u> <u>Charleston WV 25305</u>
Representative Attending:	<u>MARTY GIBSON</u>
Phone Number:	<u>304-558-9372</u>
Fax Number:	<u>304-558-3873</u>
Email Address:	<u>MARTY.A.GIBSON@WV.GOV</u>

Firm Name:	<u>Mountain Engineering &amp; Trans. Solutions</u>
Firm Address:	<u>68 Tasty Blend Way</u> <u>PO Box C</u> <u>Craziers Bottom, WV 26082</u>
Representative Attending:	<u>Travis Miller</u>
Phone Number:	<u>304 889 7767</u>
Fax Number:	<u>None</u>
Email Address:	<u>Tmiller@mountaineng.com</u>

Firm Name:	<u>WV DOT</u>
Firm Address:	<u>Bldg 5 Rm 220</u> <u>1900 Kanawha Blvd E</u> <u>Charleston, WV 25305</u>
Representative Attending:	<u>DUSTY SMITH</u>
Phone Number:	<u>304 558 9398</u>
Fax Number:	
Email Address:	<u>dusty.j.smith@wv.gov</u>

Firm Name:	<u>West Virginia Department of Transportation</u>
Firm Address:	<u>1900 Kanawha Blvd E, Bldg 5</u> <u>Charleston, WV 25305</u>
Representative Attending:	<u>Leland Johnson</u>
Phone Number:	<u>(304) 558-9587</u>
Fax Number:	
Email Address:	<u>Leland.W.Johnson@wv.gov</u>

Firm Name:	<u>WV DOT / DOT</u>
Firm Address:	<u>Bldg. 5, Rm. 450</u> <u>1900 Kanawha Blvd E</u> <u>Charleston, WV 25305</u>
Representative Attending:	<u>Richard L. Warner</u>
Phone Number:	<u>304-558-9629</u>
Fax Number:	<u>304-558-3783</u>
Email Address:	<u>Richard.L.Warner@wv.gov</u>