



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

# Request for Quotation

RFQ NUMBER
859C3021

PAGE
1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

VENDOR

SHIP TO

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

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

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**INSTRUCTIONS TO BIDDERS**

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



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<p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF THREE (3) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<p>NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED</p>						

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

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				<p>MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>REV. 11/00</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS. :</p> <p>NO. 1 . . . . .</p> <p>NO. 2 . . . . .</p> <p>NO. 3 . . . . .</p> <p>NO. 4 . . . . .</p> <p>NO. 5 . . . . .</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p>		

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<p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>.....SIGNATURE</p> <p>.....COMPANY</p> <p>.....DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: .....</p>						

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

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2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:				33		
REQ. NO.:				859C3021		
BID OPENING DATE: -----						
BID OPENING TIME: -----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
-----						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:						
-----						
***** THIS IS THE END OF RFQ 859C3021 ***** TOTAL:						_____

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Rev 3 13 2009

## WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

### DIVISION OF HIGHWAYS (WVDOH) – TRAFFIC ENGINEERING DIVISION

## “ITS and Traffic Signal System’s Maintenance Contract”

#### 1.0 PURPOSE

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

#### 2.0 GENERAL INFORMATION

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

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

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

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

### 3.0 BIDDING PROCEDURES

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

### 4.0 SPECIFICATIONS

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

#### 4.1 EXCEPTIONS TO NON-MANDATORY SPECIFICATIONS

Exception to a non-mandatory unit specification may be made by the bidder, providing the exception is not available from the manufacturer. Any such exception must be noted on the bidder's evaluation report and should be accompanied by supporting documentation/literature from the manufacturer. Any exception must be indicated on a separate attachment to the bidder's evaluation report and labeled as "Exception to Specifications". The state reserves the right to solely determine whether the stated exception does or does not reduce the quality and performance of the unit. Failure to provide the information for any exceptions may be grounds for rejection of the bid. The state reserves the right to waive minor irregularities in bids or specifications in accordance with 148-1-4(f) of the WV Legislative Rules and Regulations.

#### 4.2 MANDATORY SPECIFICATIONS

All specifications that are preceded by "shall, will, and/or must" or are stated as a "minimum and/or maximum" are mandatory as stated in Purchasing Divisions Policies and Procedures. Any bid failing to meet any mandatory item shall be immediately disqualified. Failure to respond in the appropriate evaluation section may also be grounds for immediate disqualification at the discretion of the State.

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

## 5.0 AWARD CRITERIA

WVDOH will recommend the award in accordance with the RFQ evaluation criteria described in the requisition. The award shall be made to the lowest unit cost vendor that meets or exceeds the specifications and mandatory requirements.

## 6.0 MATERIALS:

**New Items and Warranties:** All items must be new products (not used, remanufactured, refurbished, rebuilt or reconditioned, etc.) and are not to contain components that are not newly manufactured, unless specifically stated otherwise in the bid specifications. Firm/Contractor shall replace controllers/master controllers/ video cameras of the same model/manufacturer per site. Bidder warrants all goods and services will meet or exceed applicable drawings specifications, samples and/or other descriptions given to the WVDOH, and will be free of any defects. Award will be based on the total bid item amount as listed.

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

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

6.1 **WARRANTY:** The Work covered under this Contract shall be warranted for a minimum of one year. Any deficiencies noted prior to the expiration of the warranty shall be corrected or replaced according to this Specification and in accordance with the General Provisions at no additional cost to the WVDOH/Agency.

1. Names and mailing addresses of the suppliers and manufacturers.
2. Product information to be supplied.
3. Written confirmation from the manufacturer that the materials to be supplied meet all specified requirements.

## 7.0 BOND AND INSURANCE REQUIREMENTS

7.1 Bid and Performance Bonds shall be required

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

## Worker's Compensation Certificate upon award

## 8.0 VENDOR RELATIONSHIPS:

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

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

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

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

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

## 9.0 INDEMNIFICATION:

The firm agrees to indemnify, defend and hold harmless the State and the agency their officers, and employees from and against: (1) Any claims or losses for services rendered any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the firm, its delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; (3) Any failure of the firm, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

## 10.0 GOVERNING LAW:

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

states that all traffic control devices must be installed by a public authority or other official jurisdiction. Other standards used in traffic signal maintenance include the National Electrical Manufacturers Association (NEMA) Standards for transportation systems. The Firm/Contractor shall further agree to comply with the Civil Rights Act of 1964 and all other applicable laws (Federal, State or Local Government) regulations.

#### 11.0 COMPLIANCE WITH LAWS AND REGULATIONS:

The firm shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The firm shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or services delivered pursuant here to shall be borne by the Firm/Contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

#### 12.0 SUBCONTRACTS/JOINT VENTURES:

The State will consider the firm to be the sole point of contact with regard to all contractual matters. The firm may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the firm is totally responsible for payment of all subcontractors.

#### 13.0 TERM OF CONTRACT:

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

#### 14.0 NON-APPROPRIATION OF FUNDS:

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the firm written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

#### 15.0 CONTRACT TERMINATION:

The State may terminate any contract resulting from this RFQ immediately at any time the firm fails to carry out its responsibilities or to make substantial progress under the terms of this RFQ and resulting contract. The State shall provide the firm with advance notice of performance conditions, which are endangering the contract's continuation. If after such notice the firm fails

to remedy the conditions contained in the notice, within the time contained in the notice, the State shall issue the firm an order to cease and desist of all work immediately.

The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination. The contract may also be terminated upon mutual agreement of the parties with thirty (30) days prior notice.

#### 16.0 INVOICES AND PAYMENTS:

The Firm shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Payments will be made on completed work as defined within the contract. The Traffic Engineering Division retains to the right to require payment by VISA. The firm submitting quotations should take into account any fees associated with this exchange.

If progress payments are permitted, firm is required to identify points in the work plan at which compensation would be appropriate. Progress reports must be submitted to Agency with the invoice detailing progress completed or any deliverables identified. Payment will be made only upon approval of acceptable progress or deliverables as documented in the firm's report. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.

#### 17.0 LIQUIDATED DAMAGES:

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

#### 18.0 RECORD RETENTION (ACCESS AND CONFIDENTIALITY):

Firm shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by the firm. The firm shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at firm's location during normal business hours upon written request within 10 days after receipt of the request.

Firm shall have access to private and confidential data maintained by Agency to the extent required for firm to carry out the duties and responsibilities defined in this contract. Firm agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any all claims brought by any party attributed to the actions or breach of confidentiality by the firm, subcontractors, or individuals permitted access by the firm.

## 19.0 COOPERATIVE PURCHASING EFFORT:

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

## 20.0 SCOPE OF WORK

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

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

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

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



**21.0 WORK ORDERS:**

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

**22.0 MAINTENANCE OF TRAFFIC:**

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

**23.0 INVENTORY OF MATERIALS:**

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

**24.0 REPLACEMENT OF MATERIALS, PARTS OR UNITS:**

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

**25.0 SUMMARY OF SERVICES:**

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

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

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

D. Cabinet Switch Operation.

1. Check Police Switches
2. Check Cabinet Switches

E. Cabinet Mechanics.

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

F. Controller.

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

G. Conflict Monitor.

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

H. Vehicle Detection.

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

I. Pedestrian Detection.

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

J. Mast Arm Intersections.

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

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

K. Signal Indications.

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

L. Signal Heads.

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

M. Traffic Control Signs and Markings.

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

N. Interconnect.

1. Check overall operation of installed system.

O. Video Detection.

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

P. Fire Pre-emption

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

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

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

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

**MANDATORY REQUIREMENTS**

29.0 REQUIRED TECHNICAL STAFF/KNOWLEDGE/AFFILIATIONS

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

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

Does your firm meet this minimum requirement? \_\_\_\_\_YES\_\_\_\_\_NO

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

Does your firm meet this minimum requirement? \_\_\_\_\_YES\_\_\_\_\_NO

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

Does your firm meet this minimum requirement? \_\_\_\_\_YES\_\_\_\_\_NO

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

Does your firm meet this minimum requirement? \_\_\_\_\_YES\_\_\_\_\_NO

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

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

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

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

Does your firm meet this minimum requirement? \_\_\_\_\_ YES \_\_\_\_\_ NO

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

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

\_\_\_\_\_ YES \_\_\_\_\_ NO

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

\_\_\_\_\_ YES \_\_\_\_\_ NO

#### 34.0 REQUIRED RESPONSE TIME

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

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

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

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

Does your firm meet this minimum requirement? \_\_\_\_\_ YES \_\_\_\_\_ NO

35.0 EQUIPMENT

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

Does your firm meet this minimum requirement? \_\_\_\_\_ YES \_\_\_\_\_ NO

**PRICE SCHEDULE**

36.0 MILEAGE:

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

**MOST WORK WILL BE BILLED BASED ON TIME AND MATERIALS**

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

DESCRIPTION	QTY	UNIT COST	TOTAL
Intersection Vehicle Signal 4 or 8 phase	130	\$ _____	\$ _____
Mid Block Pedestrian Signal	20	\$ _____	\$ _____

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

DESCRIPTION	QTY	UNIT COST	TOTAL
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Intersection Vehicle Signal 8-phase	20	\$ _____	\$ _____
Mid Block Pedestrian Signal 4-phase	5	\$ _____	\$ _____

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

DESCRIPTION	QTY	UNIT COST	TOTAL
Intersection Vehicle Signal 8-phase	20	\$ _____	\$ _____
Mid Block Pedestrian Signal 4-phase	5	\$ _____	\$ _____

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

DESCRIPTION	QTY	UNIT COST	TOTAL
Per Video Detector	20	\$ _____	\$ _____

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

DESCRIPTION	QTY	UNIT COST	TOTAL
Per DMS Locations	20	\$ _____	\$ _____

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

DESCRIPTION	QTY	UNIT COST	TOTAL
Per CCTV	20	\$ _____	\$ _____

**VII. PREVENTATIVE MAINTENANCE "MMU" (26.10 reference)**

DESCRIPTION	QTY	UNIT COST	TOTAL
Per Intersection	50	\$ _____	\$ _____

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**VIII. EQUIPMENT HOURLY RATE**

VEHICLE EQUIPMENT	HOURS	HOURLY RATE	
1. BUCKET TRUCK	40	\$ _____	\$ _____
2. BOOM/DIGGER TRUCK	40	\$ _____	\$ _____
3. AIR COMPRESSOR	40	\$ _____	\$ _____
4. SERVICE/UTILITY TRUCK	300	\$ _____	\$ _____
5. FRONT END LOADER	30	\$ _____	\$ _____
6. BACKHOE/TRENCHER	30	\$ _____	\$ _____

**IX. PERSONNEL HOURLY RATE**

	HOURS	HOURLY RATE	
1. SUPERVISOR	40	\$ _____	\$ _____
2. FOREMAN	40	\$ _____	\$ _____
3. SIGNAL TECH/JOURNEYMAN	700	\$ _____	\$ _____
4. MASTER ELECTRICIAN	200	\$ _____	\$ _____
5. OPERATOR	140	\$ _____	\$ _____
6. LABORER/GROUNDSMAN	300	\$ _____	\$ _____
7. TRAFFIC SIGNAL DESIGN ENGINEER	40	\$ _____	\$ _____
8. TRAFFIC SIGNAL SYSTEMS ENGINEER	150	\$ _____	\$ _____

**X. UNIT COSTS**

	UNIT	TOTAL	
1. VIDEO DETECTION COMPLETE LABOR FURNISHED/INSTALLED (UNIT)	40	\$ _____	\$ _____
2. INCANDESCENT LAMP CHANGE PER INDICATION	60	\$ _____	\$ _____
3. LED MODULE CHANGE PER INDICATION FURNISHED/INSTALLED	60	\$ _____	\$ _____
4. MALFUNCTIONING MONITORING UNIT TESTING	60	\$ _____	\$ _____

**XI. RESPONSE TIME**

- NORMAL RESPONSE TIME: \_\_\_\_\_ HRS
- EMERGENCY RESPONSE TIME: \_\_\_\_\_ HRS

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

DESCRIPTION	QTY	UNIT COST	TOTAL
Dynamic Message Sign	20	\$ _____	\$ _____
<b>TOTAL BID COSTS</b>			\$ _____



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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_, TO-WIT:

I, \_\_\_\_\_, after being first duly sworn, depose and state as follows:

- 1. I am an employee of \_\_\_\_\_; and,  
(Company Name)
- 2. I do hereby attest that \_\_\_\_\_  
(Company Name)

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

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

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Taken, subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

By Commission expires \_\_\_\_\_

(Seal)

\_\_\_\_\_  
(Notary Public)

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

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

### VENDOR OWING A DEBT TO THE STATE:

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

### PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

### ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

### LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

### CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_