



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

# Request for Quotation

RFQ NUMBER
859C3021

PAGE
1

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

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

BID OPENING DATE:

04/29/2009

BID OPENING TIME 01:30PM

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

RFQ 859C3021

**Under Section 19.0 – Page 15,**

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

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

**Under Section 31.0 – Page 22,**

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

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

**Under Section 32.0 – Page 22,**

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

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

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

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

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



SIGN IN SHEET

RFQ # 859C3021

Date: 04/14/09

Firm & Representative Name:

Mailing Address:

Phone, Fax, & E-Mail:

1. West Virginia  
Signal: Light

PO Box 134  
Kenna, WV 25248

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

E-mail \_\_\_\_\_

2. Cindy Cramer  
DOH

DOH

P 304 558 3063  
F \_\_\_\_\_

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

3. Jim Lambert  
DOH

DOH

P \_\_\_\_\_  
F \_\_\_\_\_

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

4. \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

P \_\_\_\_\_  
F \_\_\_\_\_

E-mail \_\_\_\_\_

5. \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

P \_\_\_\_\_  
F \_\_\_\_\_

E-mail \_\_\_\_\_

Please print or write legibly!

Your fax # is essential to contact you timely!