



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
8690000003

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	FOB	FREIGHT TERMS
11/20/2008				

BID OPENING DATE: 12/30/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		730-36		
<p>TRAFFIC MONITORING SYSTEM DATA</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE STATEWIDE TRAFFIC MONITORING DATA SYSTEM.            PER THE ATTACHED SPECIFICATIONS</p> <p>A MANDATORY PRE-BID CONFERENCE WILL BE HELD ON            12/16/2008 AT THE STATE CAPITOL COMPLEX, 1900 KANAWHA            BLVD, EAST. BLDG.5, ROOM A808, CHARLESTON, WV. FAILURE            TO ATTEND PRE-BID CONFERENCE WILL RESULT IN BID            DISQUALIFICATION</p> <p>QUESTIONS: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH            CLOSE OF BUSINESS (5:00 PM EST.) ON WEDNESDAY, 12/10/08</p> <p>SEND YOUR QUESTIONS TO: PURCHASING DIVISION            ATTENTION MICHAEL AUSTIN            2019 WASHINGTON ST., E.            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 RESPONIBILITY TO VERIFY THAT THEIR            QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2402.</p> <p>EXHIBIT 3</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
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## 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>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) 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 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 TRANS-</p>						

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<p>PORTATION 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 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>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR</p>						

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<p>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 10</p> <p>REQUISITION NO.: .....</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 NO.'S:</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 BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE</p>						

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<p>SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE ..... COMPANY ..... DATE</p> <p>REV. 11/96</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 33</p> <p>RFQ. NO.: 8690000003</p>						

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BID OPENING DATE: ----- BID OPENING TIME: -----  PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:  ----- CONTACT PERSON (PLEASE PRINT CLEARLY):  -----  ***** THIS IS THE END OF RFQ 8690000003 ***** TOTAL: _____						

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**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION**  
**DIVISION OF HIGHWAYS**  
**SCOPE OF CONTRACT FOR THE**  
**STATEWIDE TRAFFIC MONITORING DATA COLLECTION PROGRAM**

**I. SCOPE OF WORK**

The **CONTRACTOR** agrees to provide all labor, materials, equipment, and subprofessional and professional services necessary to collect various traffic monitoring data on highways throughout the state over a three (3) year period as outlined in the attached proposal. This data collection is necessary to meet all requirements of the Federal Highway Administration, the West Virginia Department of Transportation, Division of Highways, and other needs as deemed necessary by the **DEPARTMENT'S** Program Planning and Administration Division.

**II. DATA REQUIREMENTS**

**A.** The **DEPARTMENT** will provide:

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.
2. Assistance in scheduling, locating, and determining manpower requirements for specific counts or groups of counts.



3. Assistance in training of field technicians, orientation of personnel with respect to geographic locations, and efficient operational techniques.
4. Assistance with transmitting of collected data to **DEPARTMENT'S** Program Planning and Administration Division offices in Charleston, West Virginia.
5. Adequate advance notice (minimum two weeks) for unscheduled "priority" count requests unless **CONTRACTOR** agrees to collect a particular count with less notice (otherwise, counts with less notice shall be the responsibility of the **DEPARTMENT**).
6. Copies of the required data formats for the submittal of data as defined in II.B.1.b.

**B.** The **CONTRACTOR** will provide:

1. Raw data resulting from the field collection of mechanical volume counts, turning movement counts, mechanical vehicle classification counts, or other specialized counts as defined by the schedule provided by the **DEPARTMENT**.
  - a. 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 7:00 AM-10:00 AM, 11:00 AM-1:00 PM and 2:00 PM-6:00 PM for turning movement counts.
  - b. All data shall be provided in digital format with a unique identifying number (determined by the **DEPARTMENT**) in the file header that will be associated with that site for all future counts. If the site is abandoned or replaced with another location by the **DEPARTMENT**, 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

**CONTRACTOR** for each site counted, unless the **DEPARTMENT** has furnished latitude and longitude coordinates and the site location is within 50 feet of latitude and longitude coordinates furnished by **DEPARTMENT**. 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 Inc. format (latest version) for machine volume counts and mechanical vehicle classification counts; Excel spreadsheet format for turning movement counts, or other format(s) as defined by the **DEPARTMENT** and agreed to by the **CONSULTANT** for special counts. Submission of data shall be 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.

- c. The quality of the data submission must be a true and correct representation of the traffic conditions on the specified roadway at the time of data collection.
- d. Equipment used in data collection must be tested annually, and test results shall be submitted to **DEPARTMENT**.
- e. **DEPARTMENT** may at its discretion implement enhanced data quality assurance procedures. Where data quality concerns are identified by **DEPARTMENT** within thirty (30) days after receiving count from **CONTRACTOR**, the **CONTRACTOR** shall respond in writing within two weeks after receiving written notice from **DEPARTMENT**.

2. Adequate written documentation, including latitude and longitude coordinates, accompanying each count to enable the **DEPARTMENT** to determine the number, location and date of count. Documentation should also include data collection technician identification and indication of any abnormal activities in area of count, i.e., inclement weather, construction activities, vehicle crashes, etc.
3. Means of communications with field supervisors and other staff in the event of questions by **DEPARTMENT** personnel regarding counts.
4. Adequate equipment resources and maintenance capabilities to ensure efficient field operations and completion of counts as scheduled.

### **III. SPECIAL REQUIREMENTS**

- A. Mechanical volume counts designated as "2000" series (with count number in the numeric form "x02xxx") shall be conducted only during periods when schools, both local secondary and college, are in session.
- B. 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 along the entire length of Interstate Routes 68, 70, 79, 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 Charleston to the Virginia border; I-64 from the Kentucky border to Charleston, and 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.
- C. 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 **DEPARTMENT** 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 as in II.B.2 above.

- D. All prescheduled mechanical volume counts shall be completed and transmitted to the **DEPARTMENT** no later than October 31 of the appropriate year.
- E. The **DEPARTMENT** may, at its discretion, request a recount of any particular count which has missing data, falls outside the allowable limit of thirty 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 **DEPARTMENT**, it shall not count towards the total number of counts.
- F. The **CONTRACTOR** shall provide the **DEPARTMENT** data from counts within a maximum of two weeks (ten working days) turn-around time 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 **DEPARTMENT**, result in the count being unacceptable to the **DEPARTMENT**, and therefore not eligible for payment as a valid count.

#### IV. TENURE OF CONTRACT

The tenure of this Contract shall be the period from the date of the execution by both parties through February 28, 2012. It should be noted, however, that pursuant to the West Virginia Constitution, the State cannot enter into any agreement which would obligate the State beyond the current fiscal year. Therefore, services to be performed under this Contract are to be continued in succeeding fiscal years for the terms of the Contract and any subsequent renewals, contingent upon funds being appropriated for these services. In the event of non-appropriation of funds for the services, the payments, including any interest, shall be cancelled in whole without penalty of the State at the end of the then current fiscal year, with the Contract becoming null and void after June 30. The **DEPARTMENT** will make efforts to obtain the necessary funds to avoid cancellation of the Contract, and will provide written notice to the **CONTRACTOR** in the event of non-

appropriation thirty (30) days prior to the end of the fiscal year in which such non-appropriation for the next fiscal year occurs.

In addition to its rights and options herein provided to terminate the Contract, the **DEPARTMENT** may terminate the Contract at any time before full completion of the work covered by the Contract by giving written notice of its intention by certified mail not less than fifteen (15) days prior to the effective date of termination.

If the termination is requested by the **DEPARTMENT**, payment will be made promptly to the **CONTRACTOR** of any fees earned by it up to the date of termination, less any previous payments.

If a notice of termination should be given to the **CONTRACTOR** before twenty percent (20%) of the estimated work has been completed, the **CONTRACTOR** may be reimbursed for expenses in excess of the amount of its approved fee which are allocable to the work and which have been incurred previous to the date of notice of termination. Requests for such reimbursement shall be accompanied with supporting data for the **DEPARTMENT'S** review and approval.

#### V. BASIS OF PAYMENT

In payment of all services rendered under this Contract, the **DEPARTMENT** will pay the **CONTRACTOR** on a specified cost basis for all work as distinctly set forth below:

- A. A specified cost for *Type A - mechanical volume counts*.
- B. A specified cost for *Type B - mechanical volume counts*.
- C. A specified cost for *Type C - Radar (or similar non-intrusive technology) volume counts*.
- D. A specified cost for collection of *turning movement counts*.
- E. A specified cost for collection of *mechanical classification counts*.
- F. A specified cost for collection of specialized *mechanical speed counts*.

#### VI. PAYMENTS

The **CONTRACTOR** shall submit all billings to the Director of the Program Planning and Administration Division of the **DEPARTMENT** with adequate supporting data as heretofore mentioned, and any submission of additional fee billings shall be supported by necessary documentation acceptable to the

**DEPARTMENT.**

Furthermore, no approval given or payment made under this Contract shall be conclusive evidence of the satisfactory performance of this Contract either wholly or in part, and no payment shall be construed to be an acceptance of defective work or inaccurate material.

The **DEPARTMENT** agrees to pay the **CONTRACTOR** on an interim monthly basis based upon per unit costs of work completed during the monthly period as verified by the **DEPARTMENT** upon receipt by the **DEPARTMENT** of proper invoices certified for work and services actually performed and required herein. The **CONTRACTOR** shall submit all invoices in quadruplicate to the **DEPARTMENT** with adequate supporting data. In the event an invoice is found not acceptable, the **DEPARTMENT** will provide the **CONTRACTOR** a clear statement regarding ineligibility or the deficiencies to be eliminated prior to acceptance.

In addition to any retention under the provisions of this Contract, the **DEPARTMENT** will retain two percent (2%) of the amount invoiced until completion and acceptance of the work. On the count cycles for which all work is completed by the **CONTRACTOR** and accepted by the **DEPARTMENT**, the 2% retainage may be released for that portion accepted.

It is hereby expressly covenanted, agreed and understood by and between the parties hereto that the **CONTRACTOR** will immediately make payment and refund to the **DEPARTMENT** for any and all overpayment made by said **DEPARTMENT** to the **CONTRACTOR** on any partial payments made on this Contract; and it is further agreed that the **DEPARTMENT** is given the right and authority to withhold and apply any funds in its possession belonging to or owed to the **CONTRACTOR** 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 **DEPARTMENT** for such overpayment until such overpayment is discovered and made known to the **DEPARTMENT**.

**VII. CHANGE IN SCOPE**

If there should develop a substantial change in the scope, complexity or character of the work (such as a substantial increase in the maximum number of counts under the Contract due to unforeseen

additional special counts or recounts) which would result in an increase in the maximum amount payable, all work will be evaluated, an adjusted maximum amount payable negotiated and a Change Order prepared.

### **VIII. PERFORMANCE**

All work by the **CONTRACTOR** shall be performed in a manner satisfactory to the **DEPARTMENT** and in accordance with the established practices and procedures. In addition, the **CONTRACTOR** will provide signing on all contract vehicles indicating the name of the contractor and the phone number. Also, employees will be given credentials identifying them as employees of the **CONTRACTOR** for use as needed.

### **IX. SAFETY AND WORK ZONE TRAFFIC CONTROL**

All counting operations conducted by the **CONTRACTOR** shall be done with the safety of the crew and motoring public as the priority. The **CONTRACTOR** shall follow all **DEPARTMENT** requirements and recommendations, particularly the **DEPARTMENT's** *Manual on Temporary Traffic Control For Streets and Highways* which is available on the **DEPARTMENT** website: [http://www.wvdot.com/engineering/Manuals/Traffic/TCM\\_06L.pdf](http://www.wvdot.com/engineering/Manuals/Traffic/TCM_06L.pdf) and the national *Manual on Uniform Traffic Control Devices*.

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 light or bar of lights shall be placed on the vehicle at a location that is visible by approaching traffic from all directions for a distance in 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 are considered unsafe, either a flagger or a uniformed police officer shall be used for assistance.

The equipment and attire for personal protection of contractor's employees performing traffic counting functions shall be as follows.

- A. 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 shall be reflective.

- B.** 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 and be placed beside the worker to complete the task. The hard hat must be replaced immediately after completing the task.
- C.** Eye protection: Safety goggles or glasses with side-impact protection shall be worn during any installation, maintenance, repair or removal of traffic counting equipment.



WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
 DIVISION OF HIGHWAYS  
 PROGRAM PLANNING AND ADMINISTRATION

SCHEDULE OF ITEMS

PROJECT: STATEWIDE TRAFFIC MONITORING DATA COLLECTION PROGRAM

ITEM DESCRIPTION	APPROXIMATE QUANTITY	UNITS	UNIT PRICE	BID AMOUNT
TYPE A (1 TUBE) COUNT	8126	EACH		
TYPE B (2 TUBE) COUNT	781	EACH		
MECHANICAL CLASSIFICATION COUNT	1300	EACH		
TURNING MOVEMENT COUNT	1522	EACH		
TOTAL BID :				

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 Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident 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% resident 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% resident 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% resident 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% resident 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% resident 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.

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: \_\_\_\_\_ Signed: \_\_\_\_\_

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

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

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:**

*West Virginia Code* §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A 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. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

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

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

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