



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
8511C3009

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**BUYER 33
 304-558-2402**

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

**DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/10/2010				

BID OPENING DATE: **12/07/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		968-82		
<p>TO INSTALL AND/OR REPLACE TRAFFIC SIGNAL EMBEDDED</p> <p>OPEN END CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO INSTALL AND/OR REPLACE TRAFFIC SIGNAL EMBEDDED INDUCTIVE LOOPS IN VARIOUS LOCATIONS THROUGHOUT THE STATE. PER THE ATTACHED SPECIFICATIONS. WVDON STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES CAN BE FOUND AT THE FOLLOWING WEB ADDRESS: HTTP://WWW.TRANSPORTATION.WV.GOV/HIGHWAYS/ENGINEERING/SPECIFICATIONS/2003/Y2KSPECB.PDF</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO SHERI SLONE IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-2596, OR VIA EMAIL AT SHERI.D.SLONE@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 11/22/2010 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p>						

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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<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 SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE</p> <p>..... COMPANY</p>						

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<p>..... DATE</p>						
<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 3</p> <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>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 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">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</p>						

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: 33 RFQ. NO.: 8511C3009 BID OPENING DATE: 12/07/2010 BID OPENING TIME: 1:30 PM 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 8511C3009 ***** TOTAL: _____						

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Vendor:

Buyer: MA	Page 2	Req. No: 8511C3009
Spending Unit: WV Division of Highways		

Item No:	Est. Quan.	<u>BID SCHEDULE</u>	Unit Price	Amount
—		The following estimated quantities are for bid purposes only. Actual quantities will be determined by needs of the WVDOH-TED, and may be increased or decreased according to schedule. The minimum quantity per job order/per district shall be two (2) loops.		
1.		Standard 6' x 6' detector loops consisting of three (3) turns of #14 AWG. This item is bid as a complete per loop.		
2.		Quadrupole detector loop typically 6' x variable length shall consist of two (2) turns of #14 AWG. This item shall be bid per linear foot of saw slot.		
3.		Loop lead-in consisting of the extension of loop wire from the loop configuration to the junction or splice box. This item shall be bid per linear foot of saw slot.		
4.		Detector Replacement (2 Channel Rack Mount)		
5.		Detector Replacement (Single Channel Shelf Mount)		
6.		Mobilization per District/per Purchase Order		
		Grand Total		

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

Vendor:

Buyer: MA	Page 3	Req. No: 8511C3009
Spending Unit: WV Division of Highways		

Item No:	Est. Quan.	Description	Unit Price	Amount
		<p>Governing Specifications The West Virginia Department of Transportation, Division of Highways' (WVDOT-DOH) Standard Specifications for Road and Bridges, adopted July 1, 2000, the Division of Highways' Supplemental Specifications, adopted January 1, 2003, and the Contract Documents. The National Electrical Code, Standards of the National Board of Fire Underwriters for Electrical Wiring and Apparatus.</p> <p>Wage Rates Federal and State Wage rates apply.</p> <p>Definitions LOOP WIRE: Stranded single conductor #14 AWG wiring meeting IMSA specifications as referenced within the WV Standards and Specifications section 715.42.13. LOOP: Conductor wire formed into either a standard 6' x 6', or quadrapole configuration (see WVDOH Standard Details TES-01). QUADRAPOLE LOOP: A detector loop which is 6 feet in width but variable in length. This loop typically has two (2) turns of wire. LOOP LEAD-IN: Extension of the loop wiring from the loop or quadrapole loop configuration to either the junction or splice box. DETECTOR: Rack or Shelf Mount device used to amplify and transmit change in inductance of loop to controller. Detector must be listed on the latest APL.</p> <p>Installation The Contractor shall be responsible for placement of the loop within the work area according to plan and bringing the lead cable to the existing splice box or otherwise designated junction. The Contractor shall splice new loop lead-in within junction boxes, as well as connect loop within cabinet. All connections must be made within junction boxes and cabinet such that there is verification that loop or phase is operating properly. In addition, the Contractor shall remove any "recall" functions programmed for the loop(s) that have been replaced. The Contractor shall avoid placing loops through joints or cracked areas as much as possible. The loop placement as shown on the plan sheet may be adjusted up to three (3) feet longitudinally either way to avoid these areas. Where wire runs cross over construction or expansion joints, the Contractor shall place a two (2) inch diameter hole at the juncture to provide slack for the conductors to provide stress relief. In this case, the Contractor shall notify the Traffic Engineering Division (TED) prior to installing a loop.</p>		

PURCHASING CONTINUATION SHEET

Vendor:

Buyer: MA	Page 4	Req. No: 8511C3009
Spending Unit: WV Division of Highways		

Item No:	Est. Quan.	Description	Unit Price	Amount
		<p>All 6' x 6' loops shall have three (3) turns of stranded #14 AWG copper wire. The quadrapole loops shall be six (6) feet wide and the length shall be given on the plans or by note. This loop shall consist of two (2) turns of stranded #14 copper wire. The loop lead-in from the flexible conduit entrance in the pavement to the detector feeder cable terminals in the junction box shall be twisted together with approximately five (5) turns per foot. The Contractor shall adhere to section 715.42.13 of the Standard Specifications.</p> <p>The Contractor shall use any loop sealant product which is approved by the WVDOH-TED. The current approved products listing (APL) for loop sealants include Bondo #575 and Chemque Q-Seal 290S. As required, the Contractor shall replace defective or malfunctioning detectors. Detector replacement must first be authorized by TED.</p> <p><u>Completion</u> The Contractor shall have thirty (30) calendar days ARO to complete each purchase order. After completion of the request, the WVDOH shall inspect the project within ten (10) working days. Upon completion of work in each District, the Contractor shall be allowed to submit invoices for full payment per/district. If the work is not completed in the above time frame, the Contractor shall be assessed liquidated damages per District per calendar day in the amount indicated in section 108.7 of the Standard Specifications.</p> <p><u>Maintenance of traffic</u> 1. Maintenance of traffic shall be in accordance with section 636 of the WVDOT-DOH Standard Specifications, Roads and Bridges, adopted 2000, the Supplemental Specifications, January 1, 2003, and the manual, "Traffic Control for Street and Highway Construction and Maintenance Operations", September 1996, which is made a part of this contract and the traffic plan for individual segments, as described below.</p> <p style="padding-left: 40px;">A. Loops within 200' proximity of an intersection shall utilize cases A3, B1, B2, and B4B, as applicable.</p> <p style="padding-left: 40px;">B. Loops that are 201' or greater from an intersection shall utilize cases E4, E5, and E6, as applicable.</p> <p>2. The quantities of traffic control devices have been increased by fifteen (15) percent for use as directed by the Engineer when unanticipated changes occur in the traffic control plan.</p> <p>3. The Contractor shall use portable construction signs only. These signs shall be installed only while actual work is being performed and must be removed at all other times.</p>		

Vendor:

Buyer: MA	Page 5	Req. No: 8511C3009
Spending Unit: WV Division of Highways		

Item No:	Est. Quan.	Description	Unit Price	Amount																																																
		<p><u>Maintenance of traffic</u></p> <p>4. No work shall be performed by the Contractor during peak hours (6:30 AM to 8:30 AM, and 3:30 PM to 5:30 PM).</p> <p>5. The Contractor shall perform all work during daylight hours only (sunrise to sunset).</p> <p>6. It shall be the Contractor's responsibility to coordinate traffic control with any adjacent or overlapping project. This coordination shall be done through the Engineer to ensure that any one closure shall not conflict with any other closure.</p> <p>All bids to be reviewed by the WVDOH-TED before being awarded. The award of this contract shall be based upon the above estimates and associated bid costs.</p> <p>DELETE SECTION 204.4 AND SUBSTITUTE THE FOLLOWING: 204.4 – METHOD OF MEASUREMENT</p> <p>The Method of Measurement will be lump sum, per each, and/or per mile.</p> <p><u>Estimated Quantities By District</u></p> <table border="1"> <thead> <tr> <th><u>District</u></th> <th><u>Loop</u></th> <th><u>Quad-Loop(ft)</u></th> <th><u>Lead-Wire (ft)</u></th> </tr> </thead> <tbody> <tr><td>1</td><td>10</td><td>1000</td><td>500</td></tr> <tr><td>2</td><td>10</td><td>1000</td><td>500</td></tr> <tr><td>3</td><td>10</td><td>1000</td><td>500</td></tr> <tr><td>4</td><td>12</td><td>1200</td><td>600</td></tr> <tr><td>5</td><td>8</td><td>800</td><td>400</td></tr> <tr><td>6</td><td>8</td><td>800</td><td>400</td></tr> <tr><td>7</td><td>5</td><td>500</td><td>250</td></tr> <tr><td>8</td><td>5</td><td>500</td><td>250</td></tr> <tr><td>9</td><td>10</td><td>1000</td><td>500</td></tr> <tr><td>10</td><td>7</td><td>700</td><td>700</td></tr> <tr><td>Total</td><td>85</td><td>8500</td><td>4600</td></tr> </tbody> </table> <p>ADD THE FOLLOWING TO SECTION 204.5 – BASIS OF PAYMENT:</p> <p>When loops are required to be installed, the Engineer shall notify the Contractor by submittal of a Purchase Order designating all individual intersection/interchange loop job orders. The Contractor will then have 15 (fifteen) calendar days to begin work. At the end of the first day of work, the Contractor shall be entitled to payment of mobilization consisting of one unit of 204003-000. The Contractor will only be entitled to one unit of mobilization per District/per</p>	<u>District</u>	<u>Loop</u>	<u>Quad-Loop(ft)</u>	<u>Lead-Wire (ft)</u>	1	10	1000	500	2	10	1000	500	3	10	1000	500	4	12	1200	600	5	8	800	400	6	8	800	400	7	5	500	250	8	5	500	250	9	10	1000	500	10	7	700	700	Total	85	8500	4600		
<u>District</u>	<u>Loop</u>	<u>Quad-Loop(ft)</u>	<u>Lead-Wire (ft)</u>																																																	
1	10	1000	500																																																	
2	10	1000	500																																																	
3	10	1000	500																																																	
4	12	1200	600																																																	
5	8	800	400																																																	
6	8	800	400																																																	
7	5	500	250																																																	
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9	10	1000	500																																																	
10	7	700	700																																																	
Total	85	8500	4600																																																	

Purchase Order.

ADD THE FOLLOWING TO SECTION 204.6 – PAY ITEMS:
ITEM 204003-000 – “MOBILIZATION PER DISTRICT”, PER
EACH

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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.

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

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

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.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____