



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  
 861100011

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 PAUL REYNOLDS  
 304-558-0468

VENDOR

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DIVISION OF HIGHWAYS  
 JOBSITE  
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| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
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| 08/11/2011   |               |          |        |               |

BID OPENING DATE: 09/07/2011 BID OPENING TIME 01:30PM

| LINE   | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
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| PERMANENT AUTOMATIC TRAFFIC RECORDERS<br><br>REQUEST FOR QUOTATION<br><br>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, . THE WEST VIRGINIA DIVISION OF HIGHWAYS IS SOLICITING BIDS TO PROVIDE INSTALLATION, REPAIR, AND CALIBRATE 14 PERMANENT AUTOMATIC TRAFFIC RECORDERS (PATR) LOCATED STATEWIDE, PER THE ATTACHED SPECIFICATIONS.<br><br>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION WILL BE RECEIVED THROUGH THE CLOSE OF THE MANDATORY PRE-BID MEETING. TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO PAUL REYNOLDS WEST VIRGINIA STATE PURCHASING DIVISION. VENDORS MAY SUBMIT QUESTIONS PRIOR TO THE MANDATORY PRE-BID VIA MAIL AT THE ADDRESS LISTED IN TH BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT PAUL.REYNOLDS@WV.GOV. WRITTEN QUESTIONS WILL ALSO BE ACCEPTED DURING THE MANDATORY PRE-BID MEETING. DEADLINE FOR ALL TECHNICAL QUESTIONS IS THE CLOSE OF THE PRE-BID MEETING. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE MANDATORY PRE-BID MEETING. FOR YOUR CONVENIENCE A WORD DOCUMENT HAS BEEN ATTACHED FOR SUBMITTING TECHNICAL QUESTIONS.<br><br>MANDATORY PRE-BID |          |     |        |             |            |        |

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. 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](http://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>A MANDATORY PRE-BID WILL BE HELD ON 08/25/11, AT 9:00AM 2019 WASHINGTON STREET EAST CHARLESTON, WV 25305. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK T</p> |          |     |        |             |            |        |

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| <p>SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN XXXX CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</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 VARIOUS COUNTIES, 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> |          |     |          |             |            |        |

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| <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>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</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/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>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> |          |     |         |             |            |        |

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|      |          |     |          | DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS<br><br>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.<br><br>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.<br><br>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE |            |        |

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| <p>SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> |          |     |         |             |            |        |

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| <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> <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 RULE</p> |          |     |          |             |            |        |

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|---|----------|-----|----------|-------------|------------|--------|
| <p>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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</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<br/>         PURCHASING DIVISION<br/>         BUILDING 15<br/>         2019 WASHINGTON STREET, EAST<br/>         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: PAUL REYNOLDS FILE 33</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'



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 |
| 861100011  |

|      |
|------|
| PAGE |
| 10   |

|   |
|---|
| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
| PAUL REYNOLDS                           |
| 304-558-0468                            |

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF HIGHWAYS  
 JOBSITE  
 SEE SPECIFICATIONS

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 08/11/2011   |               |          |        |               |

BID OPENING DATE: 09/07/2011 BID OPENING TIME 01:30PM

| LINE   | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|---------|-------------|------------|--------|
| REQ. NO.:  |          |     |         | 861100011   |            |        |
| BID OPENING DATE:  |          |     |         | 09/07/2011  |            |        |
| BID OPENING TIME:  |          |     |         | 01:30 P.M.  |            |        |
| 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 861100011 ***** 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'

## **Specifications**

Purpose: To establish a contract to install, repair, and calibrate 15 Permanent Automatic Traffic Recorders (PATR) located Statewide.

### **1.0 DEFINITIONS**

- A. The "Agency" shall be defined as the West Virginia Division of Highways
- B. The "Vendor" shall be defined as the successful bidder.
- C. The "Purchase Order" shall be defined as the binding agreement that is entered into between the State of West Virginia and the Vendor to provide the services as herein specified.
- D. "Mandatory Requirements: The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the State.

### **2.0 SCOPE OF WORK**

The successful Vendor shall provide loops and piezos in the pavement to continuously collect vehicle counts, vehicle classifications, weigh-in-motion, and speed data.

#### **2.1 Technical Requirements:**

**2.1.1** Work to be completed during the execution of this contract will consist of re-installation of existing loops and piezos for 5 PATR sites, installation of 9 new PATR sites, calibration of 15 sites, service poll extension/AC conversion of 1 site, and purchase of select PATR field equipment.

**2.1.2** The minimum installment per site, per lane will be two (2) twelve (12) foot piezo sensors on either side of one (1) six (6) foot x six (6) foot loop detectors and related wiring, saw cuts, conduit, etc. per attached materials list and



installation sketches. Associated wire runs will be made as necessary to connect sensors to in place controller cabinet. It should be noted, all new installation sites will have controller cabinets mounted on utility poles. Contractor shall provided and install utility pole, type "M" controller cabinet and install solar panel on utility pole per attached material list.

### 2.1.3 Connection requirements for each new site:

#### Site #

- 62 – Cellular service with wireless modem and SIM card
- 63 – Cellular service with wireless modem and SIM card
- 64 – Cellular service with wireless modem and SIM card
- 4 – Cellular service with wireless modem and SIM card
- 65 – Cellular service with wireless modem and SIM card
- 66 – Cellular service with wireless modem and SIM card
- 67 – Telephone "Land line" service with cascade modem
- 68 – Cellular service with wireless modem and SIM card
- 17 – Telephone "Land line" service with cascade modem

### 2.1.4 Item #1

PATR minimum material required for complete installation per site (9 sites)

(2 or 4 – Lane)

| <u>Quantity</u> | <u>Material Description</u>   |
|-----------------|---|
| 1 each          | Items listed below as per 2 lane or 4 lane installation   |
| 1 each          | Class H type pull box per lane  |
| Field measured  | 2" rigid aluminum pipe for all underground push under and to cabinet  |
| 1 each          | Service poll 20' to 25'   |
| Field measured  | 3/4" PVC pipe with weather head for phone and solar panel lead-ins  |
| 1 each          | Class M pole mount type cabinet   |
| 1 each          | 56K Diamond-Cascade, white modem w/ECM string or G2312-CA<br>Airlink Raven XT GPRS Wireless modem, see above information for type |

**2.1.5 Item #2, #3 and #4:**

PATR minimum material required for loops and piezos re-installation only per site (5 sites)

(2-Lane) 3 sites

| <u>Quantity</u> | <u>Material Description</u>                                 |
|-----------------|---|
| 1 roll          | 500' THHN 14 AWG Wire                                       |
| 4 each          | Piezos – Class 1 BL's (spiral) 12 ft. or as needed per site |
| 8 each          | 6 kg Grout Kit (ECM P-6G or AS-475 required)                |
| 1 Pkg           | Duck Seal (5lb)   |
| 30'             | 1" Seal Tite Flexible Conduit                               |
| 10 each         | Loop Sealant (29 oz. Cartridge) 3-M only                    |

(4-Lane) 1 site

| <u>Quantity</u> | <u>Material Description</u>                                 |
|-----------------|---|
| 2 roll          | 500' THHN 14 AWG Wire                                       |
| 8 each          | Piezos – Class 1 BL's (spiral) 12 ft. or as needed per site |
| 16 each         | 6 kg Grout Kit (ECM P-6G or AS-475 required)                |
| 1 Pkg           | Duck Seal (5lb)   |
| 60'             | 1" Seal Tite Flexible Conduit                               |
| 20 each         | Loop Sealant (29 oz. Cartridge) 3-M only                    |

(6-Lane) 1 site

| <u>Quantity</u> | <u>Material Description</u>                                 |
|-----------------|---|
| 3 roll          | 500' THHN 14 AWG Wire                                       |
| 12 each         | Piezos – Class 1 BL's (spiral) 12 ft. or as needed per site |
| 24 each         | 6 kg Grout Kit (ECM P-6G or AS-475 required)                |
| 1 Pkg           | Duck Seal (5lb)   |

---

|         |  |
|---------|--|
| 60'     | 1" Seal Tite Flexible Conduit            |
| 30 each | Loop Sealant (29 oz. Cartridge) 3-M only |

---

### 2.1.6 Item #5

PATR field equipment:

| <u>Item</u>       | <u>Description</u>  | <u>QTY</u> |
|-------------------|---|------------|
| Hestia Board      | UD II WIM Board (2PIL)                                      | 10         |
| Hestia Board      | UC II WIM Board (512k)                                      | 6          |
| Hestia Board      | 4MB Memory  | 2          |
| Hestia Board      | DC/DC LP Board  | 2          |
| Hestia Board      | RG Board  | 2          |
| Hestia Board      | IS Board  | 6          |
| Hestia Rack       | Solar Hestia 2 lane<br>complete w/ all boards<br>and memory | 1          |
| Misc. Electronics | Battery: Deka MK8G31 98<br>AmpHR 12VDC                      | 4          |
| Misc. Electronics | Solar Panel w regulators<br>& mounting bracket              | 3          |
| Wireless Modem    | G2312-CA Airlink Raven<br>XT GPRS                           | 4          |
| Cascade Modem     | 56K, ECM white label  | 12         |

### 2.1.7 Item #6:

Weigh in Motion (WIM) calibration:

Six (6) 2-lane sites

Eight (8) 4-lane sites

One (1) 6-lane site

### 2.1.8 Item #7:

Service poll extension and AC conversion hook-up:

Work will consist of poll extension placement, disconnect box installation, and AC hook-up. Meter base will be provided by Allegheny Power. DOH will provide cable and connections from disconnect box to equipment cabinet. Contractor will provide poll extension.  
(2-Lane) 1 Site

| <u>Quantity</u> | <u>Material Description</u>           |
|-----------------|---------------------------------------|
| 20 feet         | 2 ½ inch mast pipe with weather head  |
| 1 each          | Disconnect housing with 30amp breaker |

**2.1.9 PATR additional instruction for 2, 4 and 6 lane installs:**

- Piezo lead-in cables must be measured so they can be ordered attached to the sensor for direct pulls into cabinet. (No splices permitted)
- Loops (THHN 14 AWG) can be pulled direct. (No splices permitted.)
- For accuracy and optimum installation a ¾" single blade should be used. This would mean one accurate cut per piezo installation.
- The Contractor shall avoid placing sensors or loops through joints or cracked areas.
- All 6' x 6' (six foot by six foot) loops shall have four (4) turns of standard #14 AWG wire.
- DOH personnel will determine lead-in lengths & perform electrical readings of sensors during installation and will inspect pavement cuts which must utilize a ¾" cut blade.

**Piezo lead-in Lengths:**

|         |        |        |        |
|---------|--------|--------|--------|
| Site 62 | 2-100' | 4-200' | 2-300' |
| Site 63 | 4-300' | -----  | -----  |



|         |        |        |        |
|---------|--------|--------|--------|
| Site 64 | 2-100' | 4-200' | 2-300' |
| Site 4  | 2-100' | 4-200' | 2-300' |
| Site 65 | 2-100' | 4-200' | 2-300' |
| Site 66 | 2-100' | 4-200' | 2-300' |
| Site 67 | 2-100' | 2-200' | -----  |
| Site 68 | 2-100' | 4-200' | 2-300' |
| Site 27 | 2-100' | 6-200' | 4-300' |
| Site 7  | 4-100' | -----  | -----  |
| Site 36 | 4-100' | -----  | -----  |
| Site 56 | -----  | 4-200' | 4-300' |
| Site 58 | 2-100' | 2-200' | -----  |
| Site 17 | 2-100' | 2-200' | -----  |

- Acetone will be required to clean sensors and cuts
- All sites will require WIM calibration upon completion of installation. Contractor will be responsible for providing calibration truck with certified weight and size as set forth by the WVDOH.

#### **2.1.10 WIM performance:**

Wheel base or axle spacing measurements shall have a precision of +/- .5 feet. (.15m). Length measurements shall be accurate to within +/- 2 MPH (4.83Km) of actual speed. Weigh in motion measurements shall meet the accuracy performance standards set by ASTM E1318. Calibration vehicle will consist of the following characteristics: class 9 (5 axle) combination vehicle with operator, air ride equipped, and minimum 70K pound weight bill. Calibration process will consist of 4 to 6

passes per lane per site. Upon completion of field calibration, adjustment factors for each site will be provided to DOH office personnel.

## 2.2 Warranty, Service, Support:

**2.2.1 WARRANTY:** The equipment and installation be warranted against all defects in material and workmanship, and failures for a period of not less than 24 months, and shall cover 100% parts, labor, and shipping. If the manufacturer's standard warranty period exceeds 24 months, then the standard warranty shall apply. All accessory parts shall be covered by the same warranty. The warranty begins on the date the units are determined to meet specifications and are accepted by the WVDOT. If contractor replaces items due to defects or workmanship then the warranty shall being again.

- a. WVDOT will verbally notify the vendor point-of-contact for the needed warranty repair. Warranty replacement shall not exceed seven (7) days.
- b. The vendor shall issue shipping authorization instructions. All shipping charges shall be assumed by vendor.
- c. All warranty repairs shall be accomplished and the equipment returned to WVDOT point of origin within 45 calendar days of receipt of the equipment by the vendor. Any equipment that is covered by warranty that cannot be repaired within 45 days shall be replaced with new equipment within the 45 calendar days at no cost to WVDOT.

- d. Exclusions: WVDOT will assume responsibility for the cost of repairs resulting from theft, vandalism, natural disaster and operator error and negligence.

**2.2.2 SERVICE AND SUPPORT:** The manufacturer of the equipment shall have an authorized dealer within the Continental United States. The authorized dealer shall have factory-trained personnel available for warranty repairs and the performance of service. The dealer shall also maintain an inventory of high-usage parts and quick source for low-usage parts. The authorized dealer shall provide the WVDOT with a point-of-contact and a toll free telephone number. This number shall be attended, at a minimum, during the hours of 10:00AM to 4:00PM Eastern Standard Time. This contact shall be responsible for responding to all inquiries relating to the purchase order and subsequent support.

## **2.3 Additional Information:**

### **2.3.1 Special Instructions:**

- Notice to Bidders: All contractors are required to attend pre-bid meeting prior to placing project bid.
- WVDOH to provide field map of PATR locations at mandatory pre-bid meeting.
- During bid process the contractor will submit in writing information regarding all sub-consultants to be used prior to construction. The WVDOH reserves

the right to approve or disapprove all sub-consultants.

- Notice to proceed will be within 45 days of bid opening. Contract duration will be 1 year from notice to proceed.
- During construction the vendor must coordinate lengths of Class 1 BL sensors with WVDOH, Traffic Analysis Section field men before ordering to ensure Class 1BL sensors are of proper length for each of the Two Lane Site Installation. Four and six lane sites do not apply.
- During construction the vendor must supply "As Built" drawings per complete installation site, for all installs in order to be able to locate underground wiring and conduit pipes for future reference.
- During execution of contract all systems will be functional to WVDOH standards prior to payment. The systems shall be fully functional and equipped to collect traffic count, classification, weight data, and speed data in multiple lanes.

**2.3.2** All questions or concerns regarding materials, specifications, etc. please contact WVDOH Field men:

- Ray Dooley at 304-558-7488
- Mike Dolan at 304-558-7489
- Work cell for both at 304-539-3868

**2.3.3** Wage Rate:

Federal and State Wage Rates shall apply.

**2.3.4** Governing Specifications:

The West Virginia Department of Transportation, Division of Highways' Standards and Specifications for Roads and Bridges adopted July 1, 2010,



<http://www.transportation.wv.gov/highways/contractadmin/specifications/Documents/2010%20Standard%20Specifications%20Roads%20and%20Bridges/Complete%20Publications/2010StandardRoadsnBridges.pdf>

the Department of Highways' Supplemental Specifications, adopted January 1, 2011,

[http://www.transportation.wv.gov/highways/contractadmin/specifications/2011Supp/Documents/20110103\\_2011%20Supplemental%20Specifications.pdf](http://www.transportation.wv.gov/highways/contractadmin/specifications/2011Supp/Documents/20110103_2011%20Supplemental%20Specifications.pdf)

and the Contract Documents. The National Electrical Code, Standards to the National Board of Fire Underwriters for Electrical Wiring and Apparatus.

### **2.3.5 Maintenance of Traffic:**

**2.3.5.1** Maintenance of traffic shall be in accordance with section 636 of the West Virginia Department of Transportation, Division of Highways' Standard Specifications, Roads and Bridges, adopted July 1, 2010, Supplemental Specifications, January 1, 2011, and the manual "Traffic Control for Street and Highway Construction and Maintenance Operations," which is made a part of this contract and the traffic plan for individual segments, as described below.

**2.3.5.2** 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.

**2.3.5.3** No work shall be performed by the Contractor during peak hours (6:30 a.m. to 8:30 a.m. and 3:30 p.m. to 8:30 p.m.) on critical roadways, as determined by the District Engineer.

**2.3.5.4** It shall be the Contractor's responsibility to coordinate traffic control with any adjacent or overlapping project. This coordination shall be done through the District engineer to ensure that

any one closure shall not conflict with any other closure.

**2.3.5.5** Maintenance of traffic at sites on the WV Turnpike shall be in accordance with the specification.

\*\*\*See attached placement diagrams

**2.4** Delivery

2.4.1 The following is a list of specific locations in which work will be performed.

| Site# | Work to be Completed                | County | Location   | # of Lanes | Sensors     | Paving or Guardrail Required |
|-------|-------------------------------------|--------|--|------------|-------------|------------------------------|
| 62    | Complete Installation               | GRE    | I-64, 0.8 mi W of Exit 181   | 4          | 8-12'       |                              |
| 63    | Complete Installation               | KAN    | CO-79/3, 0.2 mi N of Co 79/6 (Sharon Exit)                                 | 2          | 4-12'       | *GR required                 |
| 64    | Complete Installation               | PUT    | US-35, 2.25 mi S of Co 19 (Hurricane CK Road)                              | 4          | 8-12'       |                              |
| 4     | Complete Installation               | HAR    | I-79, 1.1 mi N of Exit 125   | 4          | 8-12'       |                              |
| 65    | Complete Installation               | RAN    | US-33, 1.15 mi W US-219/250 S Exit at Elkins                               | 4          | 8-12'       |                              |
| 66    | Complete Installation               | BER    | WV-9, 0.9 mi E of Exit Co 9/17 (Baker Heights)                             | 4          | 8-12'       |                              |
| 67    | Complete Installation               | WIRT   | WV-5, 0.25 mi E of Co 5/4 (Lamp Black Lane)                                | 2          | 2-10'/2-11' | *Paving required             |
| 68    | Complete Installation               | LOG    | WV-10, (N 37° 45.655') (W 081° 54.512')                                    | 4          | 8-12'       |                              |
| 17    | Complete Installation               | LIN    | WV-10, 0.3 mi. S of Co 52(Ten Mile Road); (N 38° 09.269') (W 082° 10.727') | 2          | 4-12'       |                              |
| 27    | Loops&Piezo Install and Calibration | KAN    | I-64, 2.0 mi W of WV 622 I/C, MP 45.00                                     | 6          | 12-12'      |                              |
| 7     | Loops&Piezo Install and Calibration | TYL    | WV 2, 0.4 mi N of Pleasants Co Line, MP 0.40                               | 2          | 4-12'       |                              |
| 56    | Loops&Piezo Install and Calibration | JEF    | WS340, .55 mi S CR 340/19 MP 5.00  | 4          | 8-12'       |                              |
| 36    | Loops&Piezo Install and             | KAN    | US 60, 0.3 mi E of Co 60/30 East, MP 41.64                                 | 2          | 4-12'       |                              |

| Calibration |   |     |  |   |       |
|-------------|---|-----|--|---|-------|
| 2           | Calibration Only  | KAN | I-77, 1.2 mi N of WV 622 (Exit 114),<br>MP 114.72      | 4 | N/A   |
| 58          | Loops&Piezo<br>Install<br>and,Calibration,<br>WB lanes only | BRO | US22, 0.6 mi E. of CR13 (Three<br>Springs Dr), MP 4.90 | 2 | 4-12' |
| 21          | Service-Poll<br>extension & AC<br>Conversion-<br>Hook-up    | PEN | WV-28, 0.2 mi N of US 33, MP 24.18                     | 2 | N/A   |

\*Paving and guardrail installation requirements will be completed by appropriate WVDOH districts prior to site work. Coordination with the districts will be completed by Traffic Analysis personnel.

### 3.0 INVOICING

#### 3.1 Payment

**3.1.1** The Contractor will invoice the WVDOH upon completion of work as specified in the contract. The Contractor will invoice the WVDOH no more than one time per month. Detailed invoices will be submitted to the Traffic Analysis Unit within the WVDOH's Program Planning and Administration Division for review and approval. The Contractor will receive payment of invoices via check.

#### 3.2 Special Payment Instructions

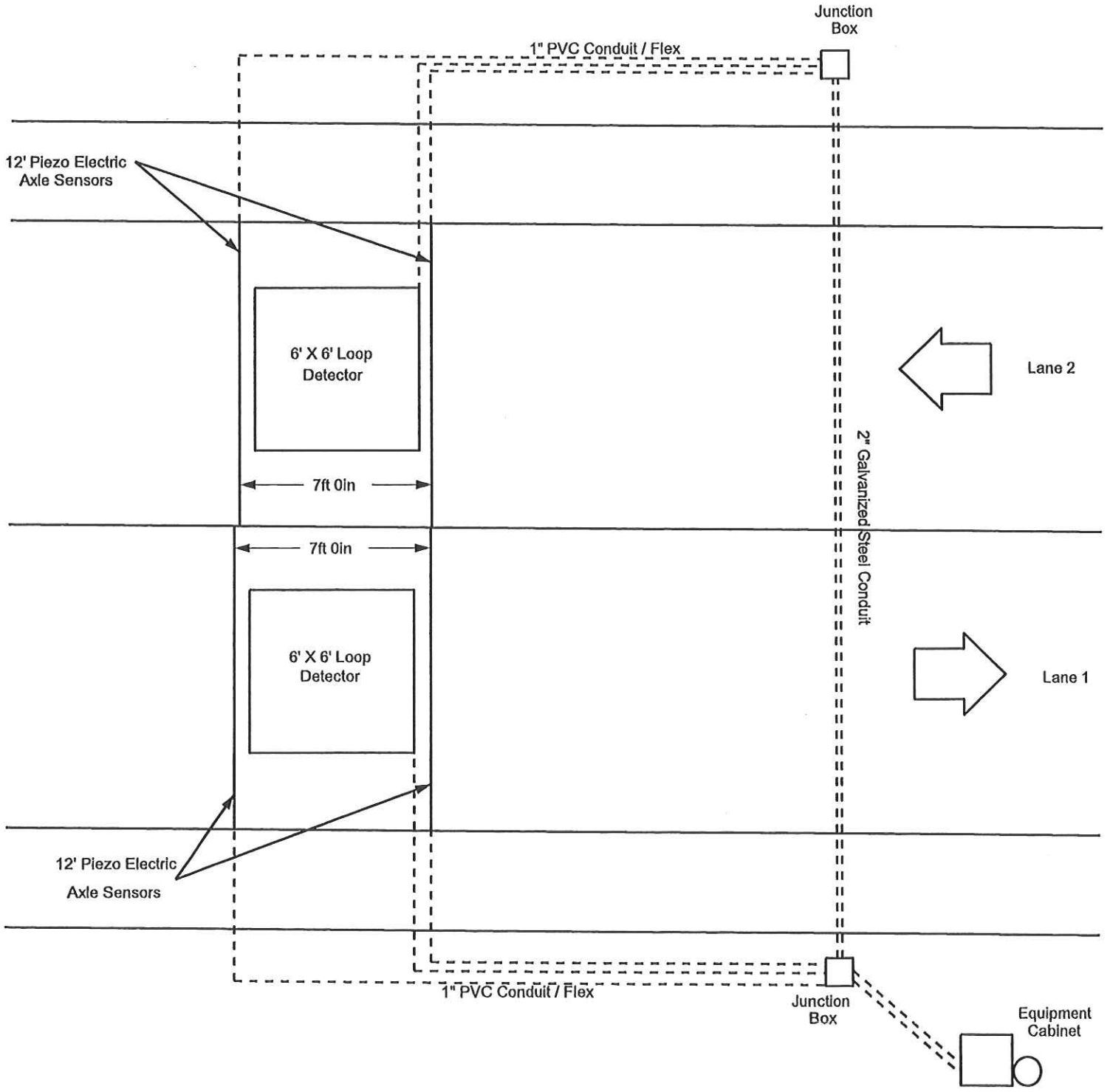
**3.2.1** Contractor may request partial payment of materials purchased for bid items 1, 2, 3 and 4. Prior to partial payment, contractor must coordinate material inspection and approval by WVDOH field personnel.

Contractor may request partial payment upon completion of PATR site installation for bid items 1, 2, 3 and 4. Prior to request for partial payment, contractor must supply WVDOH with a detailed breakdown of installation cost per PATR.

Contractor may not invoice partial payment for services rendered or materials purchased more than once per calendar month unless previously authorized by the WVDOH. Invoice

interval limit does not apply at the request of contract payment upon completion.

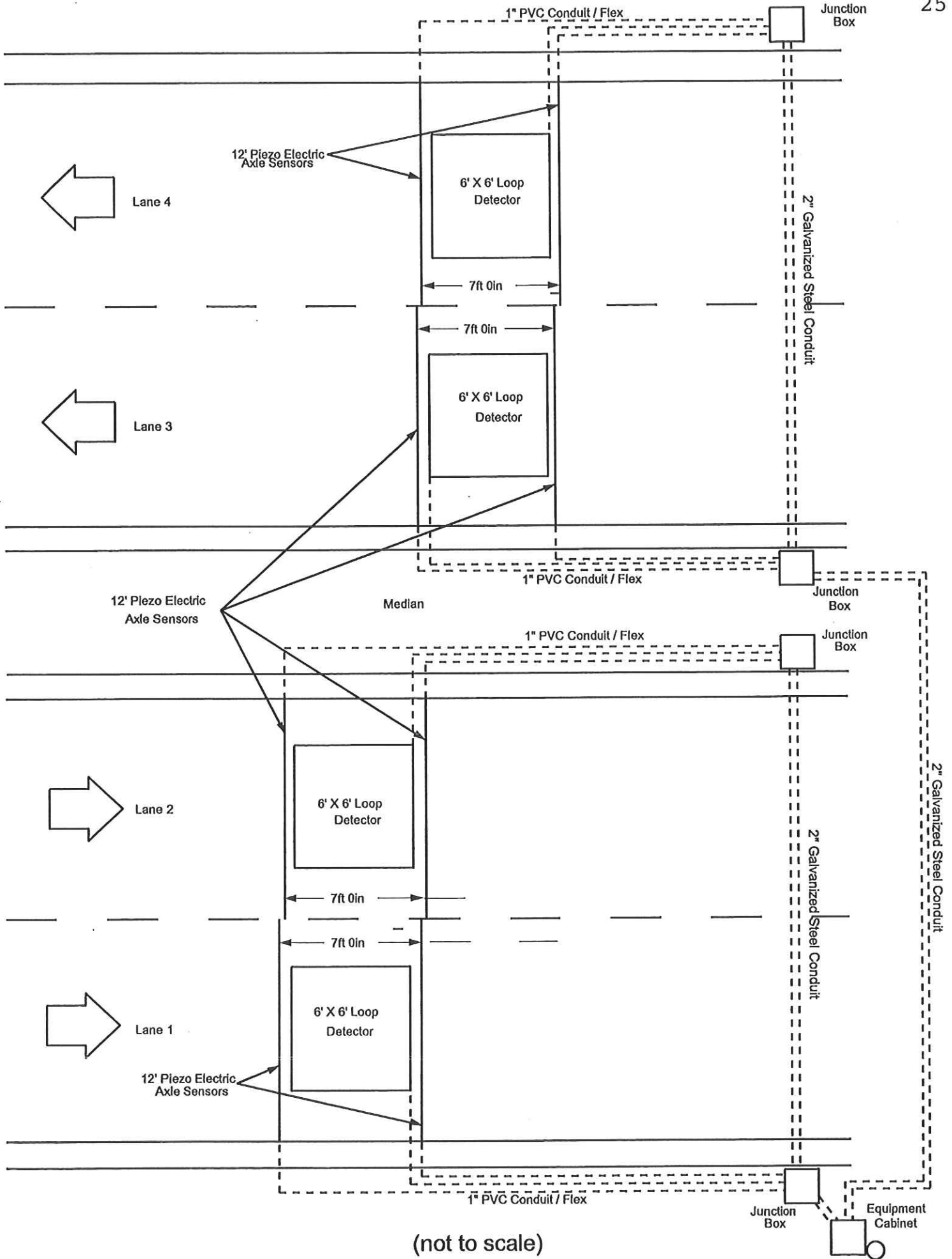
# Typical 1 - 2 Lane Permanent Automatic Traffic Recorder Typical Sensor Replacement



(not to scale)

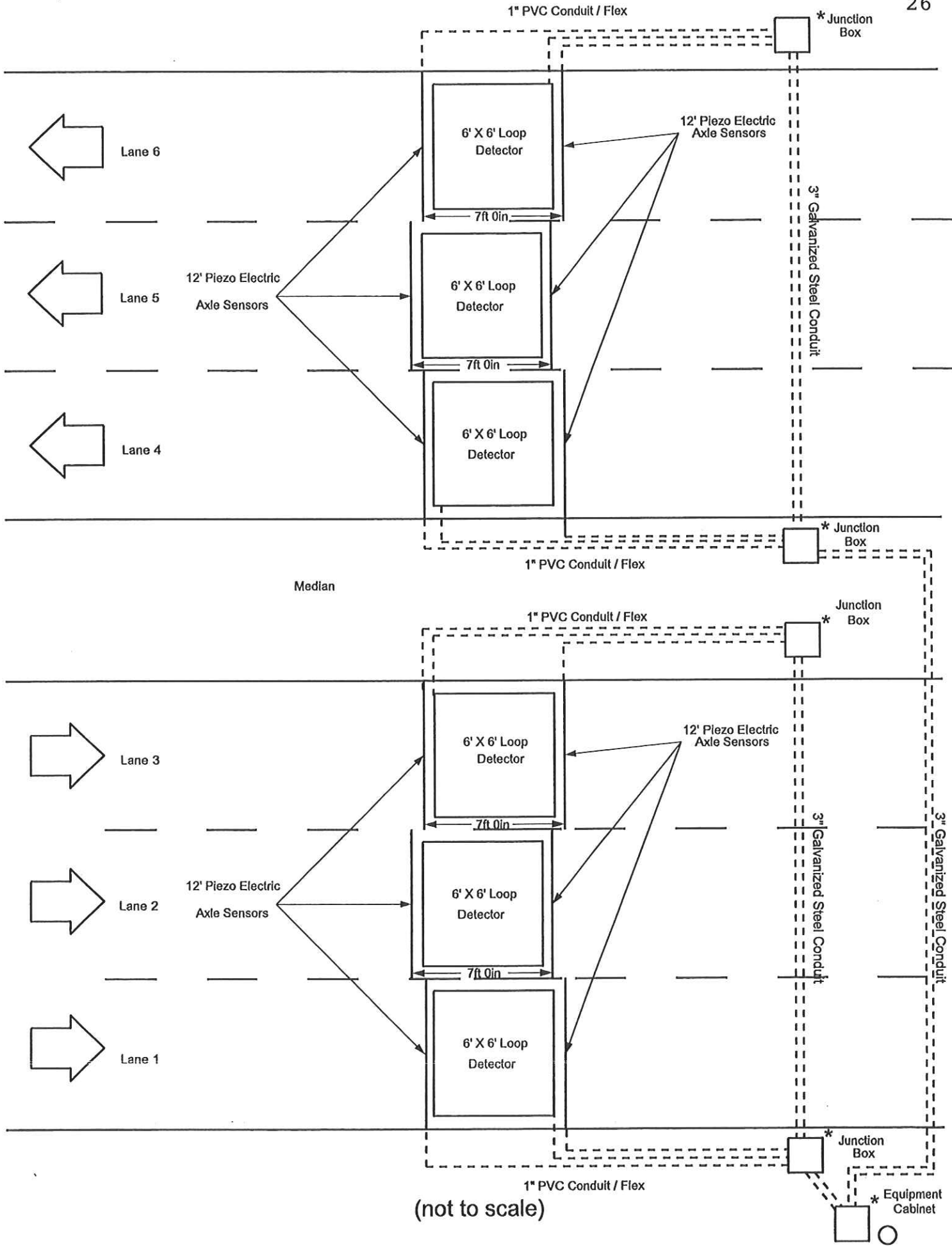


# Typical 2 - 4 Lane Permanent Automatic Traffic Recorder Typical Sensor Replacement



(not to scale)

# Typical 3 - 6 Lane Permanent Automatic Traffic Recorder Typical Sensor Replacement



## Cost Sheet

### BID ITEMS

| Item Number | Quantity/Unit | Description   | Unit Price | Amount |
|-------------|---------------|---|------------|--------|
| 1           | 9             | Complete Installation of New Sites 62, 63, 64, 4, 65, 66, 67, 68, 17                            |            |        |
| 2           | 3             | Loop and Piezo 2 lane installation at Sites 7, 36, and 58                                       |            |        |
| 3           | 1             | Loop and Piezo 4 lane installation at Site 56   |            |        |
| 4           | 1             | Loop and Piezo 6 lane installation at Site 27   |            |        |
| 5           | 1             | Field Equipment (see below)   |            |        |
| 6           | 15            | Weigh in Motion (WIM) calibration Sites 62, 63, 64, 4, 65, 66, 67, 68, 17, 27, 7, 56, 36, 2, 58 |            |        |
| 7           | 1             | Service poll extension and AC conversion hook-up at site 17                                     |            |        |
|             |               | Total Amount  |            |        |

## Cost Sheet

### FIELD EQUIPMENT FROM BID ITEM #5 ABOVE

| Item Number | Quantity/Unit | Description   | Unit Price | Amount |
|-------------|---------------|---|------------|--------|
| 1           | 10            | UD II WIM Board (2PIL)                                |            |        |
| 2           | 6             | UC II WIM Board (512k)                                |            |        |
| 3           | 2             | 4MB Memory  |            |        |
| 4           | 2             | DC/DC LP Board  |            |        |
| 5           | 2             | RG Board  |            |        |
| 6           | 6             | IS Board  |            |        |
| 7           | 1             | Solar Hestia 2 lane complete w/ all boards and memory |            |        |
| 8           | 4             | Battery: Deka MK8G31 98 AmpHR 12VDC                   |            |        |
| 9           | 3             | Solar Panel w/regulators & mounting bracket           |            |        |
| 10          | 4             | G2312-CA Airlink Raven XT GPRS                        |            |        |
| 11          | 12            | 56K, ECM white label                                  |            |        |
|             |               | Total Amount  |            |        |



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.**

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 owned 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 \_\_\_\_\_