



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  
**8612C0002**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**ALAN CUMMINGS**  
**304-558-2402**

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF HIGHWAYS  
 PROCUREMENT DIVISION  
 BUILDING 5, ROOM 263  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305-0430 558-0408

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/18/2012				

BID OPENING DATE: **05/02/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		550-82		
<p>TRAFFIC COUNTERS AND ACCESSORIES</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 TO PROVIDE THE AGENCY WITH AN OPEN-END CONTRACT FOR ECM OR EQUAL MATERIALS AND EQUIPMENT FOR INSTALLATION, MAINTENANCE AND REPAIR OF PERMANENT AUTOMATIC TRAFFIC RECORDERS PER THE ATTACHED SPECIFICATIONS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD 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 BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS, AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</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. 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.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) 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.

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**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>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 TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY</p>						

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<p>RETAINED BY THE SPENDING UNIT.</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>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. 01/17/2012</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 THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: <span style="float: right;">ALAN CUMMINGS - FILE 33</span></p>						

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				RFQ. NO.:		8612C0002
				BID OPENING DATE:		05/02/2012
				BID OPENING TIME:		1:30 P.M.
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
-----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
-----						
ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.						
***** THIS IS THE END OF RFQ 8612C0002 ***** TOTAL:						_____

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## **Specifications**

**Purpose:** To establish a contract with a sole source Vendor to provide the Agency with materials and equipment for installation, maintenance, and repair of Permanent Automatic Traffic Recorders (PATR) throughout the State of West Virginia. Materials and equipment will be purchased as needed. Agency personnel will order and supervise installation of all said equipment purchased.

### **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 all materials and equipment purchased by the Agency as outlined in the attached proposal. This equipment is necessary to keep the Permanent Automatic Traffic Recorders (PATR) throughout the State in good working order and to add new sites to the system as necessary. Also, the data collection through the PATRs meets the requirements by the Federal Highways Administration, the West Virginia Department of Transportation, Division of Highways, and other needs as deemed necessary by the AGENCY'S Program Planning and Administration Division.

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

- 2.1.1 Work to be completed during the execution of this contract will consist of the Agency purchasing of materials and equipment from the Vendor. Equipment to be purchased ranges from components within the Hestia rack to a complete Hestia rack and loops & piezometric sensors. The Agency will request such

items as needed via electronic mail or paper correspondence to the Vendor with adequate advanced notice (minimum two (2) weeks) for unscheduled work requests. Costs for materials and equipment will be set by "Exhibit A" of this document for one (1) year with the option of two (2) additional years upon written mutual consent between both parties. All materials and equipment purchased will be from the manufacturer's most recent stock.

2.1.2 For Vendors bidding "or equal" parts, Vendor must provide the following:

2.1.2.1 A complete manufacturer's line,

2.1.2.2 A written certification from Vendor that all parts are completely compatible, and interchangeable with OEM Specifications, and

2.1.2.3 A complete cross reference to OEM part numbers if non OEM part numbers are utilized by the "or equal" product.

2.1.3 Polling software for the equipment and materials purchased will be provided by the Vendor to the Agency free of charge and shall remain up to date. All new versions and patches will be supplied to the Agency as soon as they are available. This will include polling connection via wireless modem. No additional cost will be occurred by the Agency for any changes in the polling software.

2.1.4 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. Agency field personnel will be present at the PATR during the calibration process collecting vehicle data as the calibration vehicle as specified above passes over sensors in each lane.

2.2 Warranty, Service, Support:

- 2.2.1 Warranty: The equipment and materials will be warranted against all defects in material and workmanship and failures for a period of not less than twenty-four (24) months, and shall cover 100% parts, labor, and shipping. If the manufacturer's standard warranty period exceeds twenty-four (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 Agency. If Vendor replaces items due to defects or workmanship, the warranty shall begin again on that specific equipment.
- 2.2.1.1 Agency will verbally notify the Vendor point-of-contact for the needed warranty repair. Warranty replacement shall not exceed seven (7) days.
- 2.2.1.2 The Vendor shall issue shipping authorization instructions. All shipping charges shall be assumed by Vendor.
- 2.2.1.3 All warranty repairs shall be accomplished and the equipment returned to Agency point-of-origin within forty-five (45) calendar days of receipt of the equipment by the Vendor. Any equipment covered by warranty that cannot be repaired within forty-five (45) days shall be replaced with new equipment within the forty-five (45) calendar days at no cost to Agency.
- 2.2.1.4 Exclusions: Agency will assume responsibility for the cost of repairs resulting from theft, vandalism, natural disaster, and operator error and negligence.
- 2.2.1.5 Kistler Lineas WIM sensors requires a technician, who holds the manufacturer's certification, to supervise installation. Sensors will be purchased under this agreement; however payment for installation and calibration will be paid under a separate agreement. Warranty forms will be completed at the time of installation and submitted to Kistler for validation of warranty.



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 Agency with a point-of-contact and a toll-free telephone number. This number should be attended, at a minimum, during the hours of 10:00AM to 4:00PM Eastern Standard Time Monday thru Friday. 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:

2.3.1.1 Cost of shipping for all equipment and materials is included in set unit costs.

2.3.1.2 All materials and equipment will be delivered to the Agency at:

WVDOH Traffic Services Complex  
Attn: Ray Dooley  
180 Dry Branch Road  
Charleston, West Virginia 25306

2.3.1.3 Vendor will deliver materials and equipment ordered by the Agency within three (3) weeks of electronic request to Vendor.

2.3.1.3 The vendor shall supply a manufacturers price list prior to award for additional parts not covered in Exhibit A. All parts will be purchased at the manufacturers discount rate provided.

2.3.2 All questions or concerns regarding materials, specifications, etc., please contact agency Field personnel:

Ray Dooley at 304-558-7488  
Mike Dolan at 304-558-7489

2.3.3 Governing Specifications: The most recent West Virginia Department of Transportation, Division of Highways', Standards and Specifications for Roads and Bridges and Supplemental Specifications. The National Electrical Code, Standards to the National Board of Fire Underwriters for Electrical Wiring and Apparatus.

2.3.4 Tenure of Contract:

2.3.4.1 The tenure of the contract between the Agency and Vendor shall be the period of one (1) year from the date of the execution by both parties with the option to renew two (2) additional years upon the signed agreement between both parties utilizing the unit costs set forth in this contract. 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 Agency will make efforts to obtain the necessary funds to avoid cancellation of the Contract, and will provide written notice to the Vendor 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.

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

### **3.0 INVOICING**

The VENDOR will invoice the Agency upon completion of work as specified in the contract. Detailed invoices will be submitted to the Traffic Analysis Unit within the Agency's Program Planning and

Administration Division for review and approval. The Vendor will receive payment of invoices via check.

#### **4.0 CHANGE IN SCOPE**

If there should develop a substantial change in the scope, complexity or character of the work which would result in the increase of the maximum amount payable, all work will be evaluated, an adjusted maximum amount payable will be negotiated, and a Change Order prepared.

#### **5.0 PERFORMANCE**

All work by the Vendor shall be performed in a manner satisfactory to the Agency and in accordance with the established practices and procedures. 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.

**Exhibit A: Cost Sheet**

\*Quantities listed in this RFQ are approximations only. 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. Award will be based on lowest total cost

Normal Service Discount from Manufacturer's Price List \_\_\_\_\_%

PAGE 1 of 5

Item No.	Estimated Quantity	Unit of Measure	ECM Equipment	"Or Equal" Parts	Unit Price	Extended Amount
1	1	EACH	Part No. P-108 Description: DC/DC LP Board	Part No.  Description:		
2	1	EACH	Part No. P-123 Description: RG Board (12v for Solar)	Part No.  Description:		
3	1	EACH	Part No. P-66 Description: IS Board	Part No.  Description:		
4	1	EACH	Part No. P-45 Description: UD II WIM (2P+1L)	Part No.  Description:		
5	1	EACH	Part No. P-38 Description: UC II WIM	Part No.  Description:		
6	1	EACH	Part No. P-58 Description: 4MB Memory	Part No.  Description:		
7	1	EACH	Part No. Part# CM-56K EXT Description: Dial-up Cascade Modem with ECM AT Command String	Part No.  Description:		
8	1	EACH	Part No. G2312-CD-VA Description: Raven XT GSM GPRS Wireless Modem	Part No.  Description:		
9	1	EACH	Part No. P-05C Description: P6G 6kg Installation Resin with Catalyst	Part No.  Description:		
<b>Sub-Total Amount (Sheet 1)</b>						

**Exhibit A: Cost Sheet**

Item No.	Estimated Quantity	Unit of Measure	ECM Equipment	"Or Equal" Parts	Unit Price	Extended Amount
10	1	EACH	Part No. P-103 Description: IS-IP III	Part No.  Description:		
11	1	EACH	Part No. P-109 Description: Charger Board (110vac No Solar)	Part No.  Description:		
12	1	EACH	Part No. P-122 Description: UD III WIM Board (2P+0L)	Part No.  Description:		
13	1	EACH	Part No. 6-1005438-1 Description: MSI 12' Class I BL Sensor with 100' Lead	Part No.  Description:		
14	1	EACH	Part No. 6-1005438-3 Description: MSI 12' Class I BL Sensor with 200' Lead	Part No.  Description:		
15	1	EACH	Part No. 6-1005438-5 Description: MSI 12' Class I BL Sensor with 300' Lead	Part No.  Description:		
16	1	EACH	Part No. 6-1005438-7 Description: 12' MSI BL Class I Sensor with 400' Lead	Part No.  Description:		
17	1	EACH	Part No. BP490J / HPM50U / ASC12 Description: 90 Watt Solar Panel / Mounting Brackets / 8amp Voltage Regulator	Part No.  Description:		
18	1	EACH	Part No. P-CAL Description: Site Calibration Per Lane	Part No.  Description:		
19	1	EACH	Part No. P-Router Description: Router	Part No.  Description:		
<b>Sub-Total Amount (Sheet 2)</b>						

**Exhibit A: Cost Sheet**

Item No.	Estimated Quantity	Unit of Measure	ECM Equipment	"Or Equal" Parts	Unit Price	Extended Amount
20	1	EACH	Part No. P-P Description: Phone Protection	Part No.  Description:		
21	1	EACH	Part No. P-LP Description: Loop Protection	Part No.  Description:		
22	1	EACH	Part No. DMS-3672 Description: Variable Message Sign	Part No.  Description:		
23	1	EACH	Part No. AFPjrDC Model – AFPJRDC-16ATOM-1GB-4GBSSD Description: Aires Field Processor (AFP) with Interface for HESTIA WIM Systems	Part No.  Description:		
24	1	EACH	Part No. P-CAL2 Description: Traffic Validation Per Lane Post Calibration	Part No.  Description:		
25	1	EACH	Part No. 9195F421 Description: Kistler LINEAS WIM Sensor-L=1.75m Cable - 100m	Part No.  Description:		
26	1	EACH	Part No. 5038A2Y43 Description: Kistler Charge Amplifier, 2-Channel (Includes Pigtails)	Part No.  Description:		
27	1	EACH	Part No. 5153A221 Description: Kistler Charge Amplifier, 9-Channel (Includes Pigtails)	Part No.  Description:		
28	1	EACH	Part No. 1000A1 Description: Kistler Grout Kit (Standard Grade)	Part No.  Description:		
<b>Sub-Total Amount (Sheet 3)</b>						

**Exhibit A: Cost Sheet**

Item No.	Estimated Quantity	Unit of Measure	ECM Equipment	"Or Equal" Parts	Unit Price	Extended Amount
29	1	EACH	<p>Part No. P-111 Description: 4 Lane Permanent WIM System 110vac Includes: 4-Lane Box with Rack and Grid, (1) DC/DC LP, (4) UD II WIM (2P1L), (1) UC II WIM, (1) 4MB Memory, (1) Charger Board, (1) IS Board, (1) Loop Surge Suppression, Miscellaneous Wiring Harness &amp; Cables</p>	<p>Part No.  Description:</p>		
30	1	EACH	<p>Part No. P-116 Description: 6 Lane Permanent WIM System for 110VAC: 8-Lane Box with Rack and Grid, (1) DC/DC LP, (6) UD II WIM (2P1L), (1) UC II WIM, (1) 4MB Memory, (1) Charger Board, (1) IS Board, (1) Loop Surge Suppression, Miscellaneous Wiring Harness &amp; Cables</p>	<p>Part No.  Description:</p>		
31	1	EACH	<p>Part No. P-111.S Description: 4 Lane Permanent WIM System for Solar Includes: 4-Lane Box with Rack and Grid, (1) DC/DC LP, (4) UD II WIM (2P1L), (1) UC II WIM, (1) 4MB Memory, (1) RG Board, (1) IS Board, (1) Loop Surge Suppression, Miscellaneous Wiring Harness &amp; Cables</p>	<p>Part No.  Description:</p>		
32	1	EACH	<p>Part No. P-116.S Description: 6 Lane Permanent WIM System for Solar Includes: 8-Lane Box with Rack and Grid, (1) DC/DC LP, (6) UD II WIM (2P1L), (1) UC II WIM, (1) 4MB Memory, (1) RG Board, (1) IS Board, (1) Loop Surge Suppression, Miscellaneous Wiring Harness &amp; Cables</p>	<p>Part No.  Description:</p>		
33	1	EACH	<p>Part No. P-110 Description: 2 Lane Permanent WIM System 110vac Includes: 4-Lane Box with Rack and Grid, (1) DC/DC LP, (2) UD II WIM (2P&amp;1L), (1) UC II WIM, (1) 4MB Memory, (1) Charger Board, (1) IS Board, (1) Loop Surge Suppression, Miscellaneous Wiring Harness &amp; Cables</p>	<p>Part No.  Description:</p>		
<b>Sub-Total Amount (Sheet 4)</b>						

**Exhibit A: Cost Sheet**

Item No.	Estimated Quantity	Unit of Measure	ECM Equipment	"Or Equal" Parts	Unit Price	Extended Amount	
34	1	EACH	Part No. P-110.S Description: 2 Lane Permanent WIM System for Solar Includes: 4-Lane Box with Rack and Grid, (1) DC/DC LP, (2) UD II WIM (2P&1L), (1) UC II WIM, (1) 4MB Memory, (1) RG Board, (1) IS Board, (1) Loop Surge Suppression, Miscellaneous Wiring Harness & Cables	Part No.  Description:			
			<b>Sub-Total Amount (Sheet 5)</b>				
			<b>Sub-Total Amount (Sheet 1):</b>				
			<b>Sub-Total Amount (Sheet 2):</b>				
			<b>Sub-Total Amount (Sheet 3):</b>				
			<b>Sub-Total Amount (Sheet 4):</b>				
			<b>Sub-Total Amount (Sheet 5):</b>				
			<b>Grand Total:</b>				



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.

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** \_\_\_\_\_