



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
8612C0004

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF HIGHWAYS
 PLANNING DIVISION
 BUILDING 5, ROOM A848
 1900 KANAWHA BOULEVARD EAST
 CHARLESTON, WV
 25305-0430

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/05/2012				

BID OPENING DATE: 05/09/2012 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>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 LABOR, MATERIALS, EQUIPMENT, AND PROFESSIONAL SERVICES NECESSARY TO COLLECT VARIOUS TRAFFIC MONITORING DATA ON ROADWAYS THROUGHOUT THE STATE OF WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO ALAN CUMMINGS IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT ALAN.W.CUMMINGS@WV.GOV.</p> <p>DEADLINE FOR TECHNICAL QUESTIONS IS 04/19/12 AT THE CLOSE OF BUSINESS.</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 04/19/2012 AT 10:00 AM IN BUILDING 5 ROOM A-808 OF THE PROGRAM PLANNING & ADMINISTRATION DIVISION LOCATED AT 1900 KANAWHA BLVD EAST CHARLESTON, WV 25305, 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</p>						

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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 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>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 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</p>						

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<p>VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS, AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN 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</p>						

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<p>THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, 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>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>						

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 5

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				REQUISITION NO.:		
				ADDENDUM ACKNOWLEDGEMENT		
				I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.		
				ADDENDUM NO. 'S:		
				NO. 1		
				NO. 2		
				NO. 3		
				NO. 4		
				NO. 5		
				I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.		
				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.		
			 SIGNATURE		

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6

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..... COMPANY DATE						
NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID. REV. 09/21/2009 NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: ALAN CUMMINGS - FILE 33 RFQ. NO.: 8612C0004 BID OPENING DATE: 5/9/2012						

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PAGE
 7

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<p>BID OPENING TIME: 1:30 P.M.</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p> <p>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.</p> <p>***** THIS IS THE END OF RFQ 8612C0004 ***** TOTAL: _____</p>						

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Specifications

Purpose: West Virginia Department of Transportation, Division of Highways, Consultant Services for Statewide Traffic Monitoring Data Collection Program.

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 labor, materials, equipment, and sub-professional and professional services necessary to collect various traffic monitoring data on roadways throughout the state over a one (1) year period with the option to renew two (2) additional years, as outlined in the proposal. This data collection is necessary to meet all requirements of 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 Data Requirements:

2.1.1 The Agency will provide the following to the Vendor.

2.1.1.1 Detailed descriptions of all data collection locations, including count number (indicating type of count if mechanical volume count), descriptive location giving reference from a fixed

point, and general highway county maps or city maps with location of count indicated.

- 2.1.1.2 Assistance in scheduling, locating, and determining manpower requirements for specific counts or groups of counts.
- 2.1.1.3 Assistance in training of field technicians, orientation of personnel with respect to geographic locations, and efficient operational techniques.
- 2.1.1.4 Assistances with transmitting of collected data to Agency's Program Planning and Administration Division in Charleston, West Virginia.
- 2.1.1.5 Adequate advance notice (minimum two weeks) for unscheduled "priority" count requests unless Vendor agrees to collect a particular count with less notice (otherwise, counts with less notice shall be the responsibility of the Agency).

2.1.2 The Vendor will provide to the Agency raw data resulting from the field collection of mechanical volume counts, turning movement counts, mechanical classification counts, or other specialized counts as defined by the schedule provided by the Agency.

- 2.1.2.1 Duration of data collection activities shall be 48 consecutive hours between Monday AM and Friday PM hours (except as dictated by special counts) for all types of mechanical volume counts and mechanical vehicle classification counts; and for the hours 7:00 a.m.-10.00 a.m., 11:00 a.m.-1:00 p.m. and 2:00 p.m.-6:00 p.m. for turning movement counts
- 2.1.2.2 The Vendor must, when so directed by the Agency, use a Windows based program to transmit traffic data files via the internet to the Traffic Analysis Unit Traffic Server. This program and its usage instructions will be provided to the Vendor at no charge. All data will have a unique identifying number (determined by the Agency) in the file header that will be associated with that

site for all future counts. Also, within the file header the travel direction code will reflect the overall route direction rather than specific direction pertaining to its unique location. Any errors with the count header format will be returned to the Vendor for revision within five (5) working days. If the data collection site is abandoned or replaced with another location by the Agency, then the unique identifying number shall be abandoned or replaced with a new number. Latitude and longitude coordinates in the format 39.17721 -078.25719 (note five decimal places) shall be gathered by Vendor for each site counted, unless the Agency has furnished latitude and longitude coordinates and the site location is within 50 feet of latitude and longitude coordinates furnished by Agency. Latitude and longitude coordinates shall use the North American Datum NAD 1983. Latitude and longitude coordinates need not be updated in future counts if the same site location is used (within a tolerance of 50 feet). Format for data shall be in the PEEK Traffic Inc. format (latest version) for machine volume counts and mechanical vehicle classification counts; Excel spreadsheet format for turning movement counts, or other format(s) as defined by the Agency and agreed to by the Vendor for special counts. Submission of data shall be consistent and identical in format over time, including incorporation of invisible characters, extra characters, or white space between fields. All fields shall be machine readable.

- 2.1.2.3 The quality of the data submission must be a true and correct representation of the traffic conditions on the specific roadway at the time of data collection.
- 2.1.2.4 Equipment used in data collection must be tested annually, and test results shall be submitted to the Agency.

- 2.1.2.5 The Agency may at its discretion implement enhanced data quality assurance procedures. Where data quality concerns are identified by the Agency within thirty (30) days after receiving the count from the Vendor, the Vendor shall respond in writing with two weeks after receiving written notice from the Agency.
- 2.1.2.6 Adequate written documentation, including latitude and longitude coordinates, accompanying each count to enable the Agency to determine the number, location and date of count. Documentation should also include data collection technician identification and indication of abnormal activities in area of count, i.e., inclement weather, construction activities, vehicle crashes, etc.
- 2.1.2.7 Means of communications with field supervisors and other staff in the event of questions by Agency personnel regarding counts.
- 2.1.2.8 Adequate equipment resources and maintenance capabilities to ensure efficient field operations and completion of counts as scheduled. On a monthly basis the Vendor will provide the Agency with counts completed the previous month, overall percentage of counts completed, and schedule to complete remaining counts to include resets.
- 2.1.2.9 The Vendor should possess the ability to perform electronic license plate recognition. If this work will be completed by a sub then the vendor will acquire a letter of agreement for such work which will remain in place during the tenure of this agreement. The work will be completed on an as needed basis and cost will be negotiated upon identifying the scope of work. The Vendor will provide the Agency with a scope of work document and fee proposal prior to any work being performed. Once approved the Agency will provide the Vendor with written notice to proceed. Payment of invoices for the work completed will be

paid under a supplemental agreement from this contract.

2.2 Special Requirements

- 2.2.1 Mechanical volume counts designated as "2000" series (with count number in the numeric form "x02xxx") shall be conducted only during period when schools, both local secondary and college, are in session.
- 2.2.2 Mechanical volume counts on the Interstate Highway System shall be collected on all routes for two distinct time periods during the year with a minimum of three month's elapsed time between counts on the same roadway segment. In addition, counts shall be conducted consecutively for each segment. In addition, counts shall conducted consecutively for each segments along the entire length of Interstate Route 68, 70, 81 and 470 with no more than 48 hours elapsed time between counts on adjacent segments. Interstate Routes 64 and 77 shall be divided into two sections each: I-77 from the Ohio border to Charleston, and Charleston to the Virginia border; I-64 from the Kentucky border to Charleston, and Beckley to the Virginia border (I-64 follows I-77 from Charleston to Beckley). Each of these distinct sections shall be counted consecutively along their lengths with no more than 48 hours elapsed time between counts on adjacent segments.
- 2.2.3 No regularly scheduled data collection activities will take place during the major holiday periods of Easter, Memorial Day, July Fourth, Labor Day, Thanksgiving or Christmas. The Agency shall also provide schedules of other holidays and local events which may affect counts in particular locations. Field personnel should be alert for events not foreseen and duly noted above.
- 2.2.4 All prescheduled mechanical volume counts shall be completed and transmitted to the Agency no later than October 31 of the appropriate year.
- 2.2.5 Mechanical classification counts on roads with multiple lanes in one direction shall be collected and classified per lane. Multiple machines may be used as needed. All data must be merged prior to submission to the Agency.

- 2.2.6 The Agency may, at its discretion, request a recount of any particular count which has missing data, falls outside the allowable limit of thirty percent change from previous counts, or exhibits other abnormalities. If the recount is in agreement with the original count, it shall be counted as part of the agreed total number of counts; if the second count is deemed valid in place of the original by the Agency, it shall not count towards the total number of counts.
- 2.2.7 The Vendor shall provide the Agency data from counts within a maximum two weeks (ten working days) turn-around subsequent to the date of field collection of the data. Failure to provide the data within this time period may, at the discretion of the Agency; result in the count being unacceptable to the Agency, and therefore not eligible for payment as a valid count.
- 2.3 All work by the Vendor shall be performed in a manner satisfactory to the Agency and in accordance with the established practices and procedures. In addition, the Vendor will provide signing on all contract vehicles indicating the name of the Vendor and the phone number. Also, employees will be given credentials identifying them as employees of the Vendor for use as needed.
- 2.4 Safety and work zone traffic control.
- 2.4.1 All counting operations conducted by the Vendor shall be done with the safety of the crew and motoring public as the priority. The Vendor shall follow all Agency requirements and recommendations, particularly the national Manual on Uniform Traffic Control Devices and the Agency's Manual on Temporary Traffic Control for Streets and Highways which is available on website:
http://www.wvdot.com/engineering/Manuals/Traffic/TCM_06zl.pdf
- 2.4.2 The vehicle used during the installation, maintenance, repair, or removal of traffic counting equipment shall be

equipped with either a fixed or portable flashing or revolving yellow strobe light or a bar of lights. The single lights shall be placed on the vehicle at a location that is visible by approaching traffic from all directions for a distance is feet equal to ten times the posted speed limit. If the sight distance is not adequate to safely install, maintain, repair, or remove counting equipment, or if the traffic volumes are heavy, or conditions is considered unsafe, either a flagger or a uniformed police officer shall be used for assistance.

2.4.3 The equipment and attire for the personal protection of Vendor employees performing traffic counting functions shall be as follows:

2.4.3.1 High visibility outerwear. All personnel involved in the installation, maintenance, repair or removal of traffic counting equipment shall wear a high-visibility vest, shirt, or jacket. For nighttime work outerwear shall be reflective.

2.4.3.2 Head protection: During the installation, maintenance, repair or removal of traffic counting equipment, all personnel shall wear a hard hat. If the specific work being performed involves bending over to the point where it is difficult to keep the hard hat on the head, the hard hat may be removed and be placed inside the worker to complete the task. The hard hat must be replaced immediately after completing the task.

2.4.3.3 Eye protection: Safety goggles or glasses with side-impact protection shall be worn during any installation, maintenance, repair or removal of traffic counting equipment.

3.0 INVOICING

3.1 Payment

3.1.1 The Vendor must send an invoice to:

West Virginia Department of Transportation
Division of Highways
Program Planning and Administration Division
Building 5, 8th Floor
1900 Kanawha Blvd., East
Charleston, WV 25305

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

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

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

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

contract or from any other source to the payment or any overpayment made in connection with this contract; and it is further expressly agreed that the statute of limitations shall not commence to run against the Agency for such overpayment until such overpayment is discovered and made known to the Agency.

3.3 Upon receipt, review, and approval of properly documented invoices for the completion of services rendered under this Contract, the Agency will pay the Vendor on a specified cost basis for all work as distinctly set forth below:

3.3.1 A specified cost for Type A- mechanical volume counts.

3.3.2 A specified cost for Type B - mechanical volume counts.

3.3.3 A specified cost for Type C – Radar or similar non-intrusive technology) volume counts.

3.3.4 A specified cost for collection of mechanical classification counts.

3.3.5 A specified cost for collection of turning movement counts.

3.3.6 A specified cost for collection of specialized mechanical speed counts.

3.4 The Vendor shall submit all invoices in quadruplicate to the Agency with adequate supporting data. In the event an invoice is found not acceptable, the Agency will provide the Vendor a clear statement regarding ineligibility or deficiencies to be eliminated prior to acceptance. There will be no retainage required on work performed under this agreement.

4.0 AWARD

4.1 The tenure of this Contract shall be the period from the date of the execution by both parties which will run one year with the option of two, one year renewals. 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 an 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.

- 4.2 In addition to its rights and options herein provided to terminate the Contract, the Agency may terminate the Contract at any time before full completion of the work covered by the Contract by giving written notice of its intention by certified mail not less than fifteen (15) day prior to the effective date of termination. If the 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. If a notice of termination should be given to the Vendor before twenty percent (20%) of the estimated work has been completed, the Vendor may be reimbursed for expenses in excess of the amount of its approved fee which are allocable to the work and which have been incurred previous to the date of notice of termination. Requested for such reimbursement shall be accompanied with supporting data for the Agency's review and approval.

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.

Item No.	Estimated Quantity	Unit of Measure	Traffic Counts by Type	Unit Price	Extended Amount
3.3.1	2600	EACH	Description: Type A (1 Tube) Mechanical Volume Count		\$
3.3.2	225	EACH	Description: Type B (2 Tube) Mechanical Volume Count		\$
3.3.3	2	EACH	Description: Type C (Radar or Similar Non-Intrusive Counts)		\$
3.3.4	500	EACH	Description: Mechanical Classification Counts		\$
3.3.5	260	EACH	Description: Turning Movement Count		\$
3.3.6	20	EACH	Description: Mechanical Speed Count		\$
			Total Amount		\$

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. _____

