



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
05/07/2012				

BID OPENING DATE: 05/16/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS	550-82	TRAFFIC COUNTERS AND ACCESSORIES		
ADDENDUM NO. 01 ISSUED TO DISTRIBUTE QUESTION/ANSWER RESPONSE AND PRE-BID MEETING SIGN IN SHEETS. BID OPENING IS CHANGED FROM 05/09/2012 AT 1:30 P.M. TO 05/16/2012 AT 1:30 P.M. ***** THIS IS THE END OF RFQ 8612C0004 ***** 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'

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).

How will the agency be processing Turning Movements? At this time turning movements will be submitted electronically to the TA unit via compact disk in excel format.

Will the pre-bid sheets be distributed to all vendors? Sign-in sheet will be included in the addendum. All handouts during the meeting was for vendor information only and is not included in the bid packet.

One or two person turning movement counts? At the discretion of the vendor. The WVDOH does not have a preference.

What type of turning movements will be performed and how many per year? Turning movements will be submitted to the vendor for count as needed. Count locations will be throughout the State.

Where will mechanical classification counts (MCC) be performed? Throughout the State and will not coincide with annual coverage count schedule.

What are the number of classifications that are collected for turning movements? There are 15 columns to collect data, 13 of which are standard classifications, 1 none, and 1 other.

Will the vendor be required to meet the October 31st deadline to have all counts complete during the 1st year of contract? Vendor will have until November 16 to complete all scheduled TMs, coverage counts, resets & MCCs.

2.1.2.9 Spec amendment. 1) "A letter of agreement with a sub-contractor or letter of compliance from the vendor stating the ability to perform electronic license plate recognition will be provided prior to award." 2) Upon the approval of the vendors scope of work and fee proposal , the Agency will provide the vendor with written notice to proceed within two weeks."

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number:

8612c0004

Date:

4/19/2012 10:00

Project Description:

Traffic Counters and accessories

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	<u>The Traffic Group Inc.</u>
Firm Address:	<u>9900 Franklin Square Dr. Suite H. Baltimore, MD 21236</u>
Representative Attending:	<u>John Blair</u>
Phone Number:	<u>410 931 6600</u>
Fax Number:	<u>410 931 6601</u>
Email Address:	<u>jblair@trafficgroup.com</u>

Firm Name:	<u>SOUTHERN TRAFFIC SERVICES, INC</u>
Firm Address:	<u>2911 WESTFIELD RD GULFBREEZE, FL 32563</u>
Representative Attending:	<u>JIM NEIDIGH</u>
Phone Number:	<u>1 800 786 3374</u>
Fax Number:	<u>1 850 934 0373</u>
Email Address:	<u>JNEIDIGH@SOUTHERNTRAFFICSERVICES.COM SKNOWLES@SOUTHERNTRAFFICSERVICES.COM</u>

Firm Name:	<u>The Traffic Group Inc.</u>
Firm Address:	<u>9900 Franklin Sq. Dr. Suite H Baltimore, MD 21236</u>
Representative Attending:	<u>Chris Hinkey</u>
Phone Number:	<u>410 931 6600</u>
Fax Number:	<u>410 931 6601</u>
Email Address:	<u>Chinkey@trafficgroup.com</u>

Firm Name:	<u>WV</u>
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	<u>A. MORTON Thomas</u>
Firm Address:	<u>12750 Twin Brook Parkway Rockville, MD 20852</u>
Representative Attending:	<u>Nathan Haynes</u>
Phone Number:	<u>(301) 881-2545</u>
Fax Number:	<u>(301) 881-0814</u>
Email Address:	<u>JGoode@AMTEngineering.com</u>

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	