

REQUEST FOR PROPOSALS:

Operation and Maintenance of Electric Vehicle Charging Stations at Three (3) West Virginia Turnpike Travel Plazas

Bluestone Travel Plaza - MP 18 Northbound in Mercer County

Beckley Travel Plaza - MP 45 Northbound & Southbound in Raleigh County

Morton Travel Plaza -MP 72 Northbound, Kanawha County

Proposals Due: June 27, 2024



WEST VIRGINIA PARKWAYS AUTHORITY

3310 Piedmont Road
Charleston, WV 25306

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ARTICLE I - RFP Overview

Project Overview:

The West Virginia Parkways Authority (WVPA) is seeking proposals from qualified operators for the design, installation, operation, and maintenance of electric vehicle (EV) charging stations at three key travel plazas along the West Virginia Turnpike:

- Bluestone Travel Plaza (MP 18 Northbound, Mercer County)
- Beckley Travel Plaza (MP 45 Northbound & Southbound, Raleigh County)
- Morton Travel Plaza (MP 72 Northbound, Kanawha County)

This project aims to:

- **Enhance the accessibility and convenience of EV travel** within West Virginia by expanding charging infrastructure at strategic locations.
- **Promote sustainable transportation options** and contribute to the state's environmental goals.
- **Improve the overall experience for travelers** at the Bluestone and Beckley Travel Plazas by offering modern amenities.

The selected operator will be responsible for:

- Developing a comprehensive plan for the design, installation, and operation of EV charging stations at all three travel plazas.
- Ensuring the reliable and consistent functionality of the charging stations, including 24/7 maintenance and support.
- Providing a positive and welcoming experience for EV drivers, adhering to WVPA's customer service standards.
- Contributing to the economic viability of the travel plazas by exploring potential revenue-generating opportunities alongside the EV charging services.
- Bearing all costs associated with the development, installation, operation, and maintenance of the EV charging stations, ensuring that WVPA incurs no additional expenses in relation to these activities.

Construction at the Bluestone Travel Plaza and Beckley Travel Plaza should be proposed to be completed by no later than October 20, 2024, while construction at the Morton Travel Plaza should be proposed to be completed by no later than October 30, 2026.

In alignment with the goals of expanding our EV charging infrastructure, the WVPA is looking to establish 16 charging stalls at the Beckley Travel Plaza, 12 charging stalls at the Bluestone Travel Plaza, and 12 charging stalls at the Morton Travel Plaza. For reference documentation and detailed layout options, including current design considerations, proposers are encouraged to review Appendix A. These initial designs serve as a guidance framework, yet Developers are welcome to propose alternative configurations. Any new proposals will be subject to WVPA's review and approval process, ensuring compatibility with our operational requirements and strategic objectives.

Location	Total Charging Stalls Proposed	Pull-Through Stalls	Note on Scenarios
Beckley Plaza	16	2	Two scenarios are presented as examples for Developers to consider various site-specific factors and challenges.
Bluestone Plaza	12	2	Two scenarios were provided to inspire creative thinking around the layout and potential constraints.
Morton Plaza	12	2	Two scenarios were provided to inspire creative thinking around the layout and potential constraints.

Pre-Submission Site Visits:

Developers interested in inspecting or visiting a project site or project sites, ahead of formal proposal submission, shall notify the Authority for approval and coordination of time and date for the visit. Please contact WVPA Highway Production Manager, Andy Hambrick. 304-926-1900 or ahambrick@wvturnpike.com.

Proposals are due by **June 27, 2024** no later than 3:00 pm, and must be submitted by mail. Responses must be sealed and labeled with the RFP title. Send three hard copies along with a USB drive containing a PDF version of your proposal to:

Margaret Vickers
 Director of Logistics and Procurement
 3310 Piedmont Road
 Charleston, WV 25306
 Attn: Travel Plazas EV Submission

The WVPA encourages all qualified operators to submit proposals and looks forward to evaluating innovative and comprehensive solutions for this important project. Submissions must include all information as required in Appendix C.

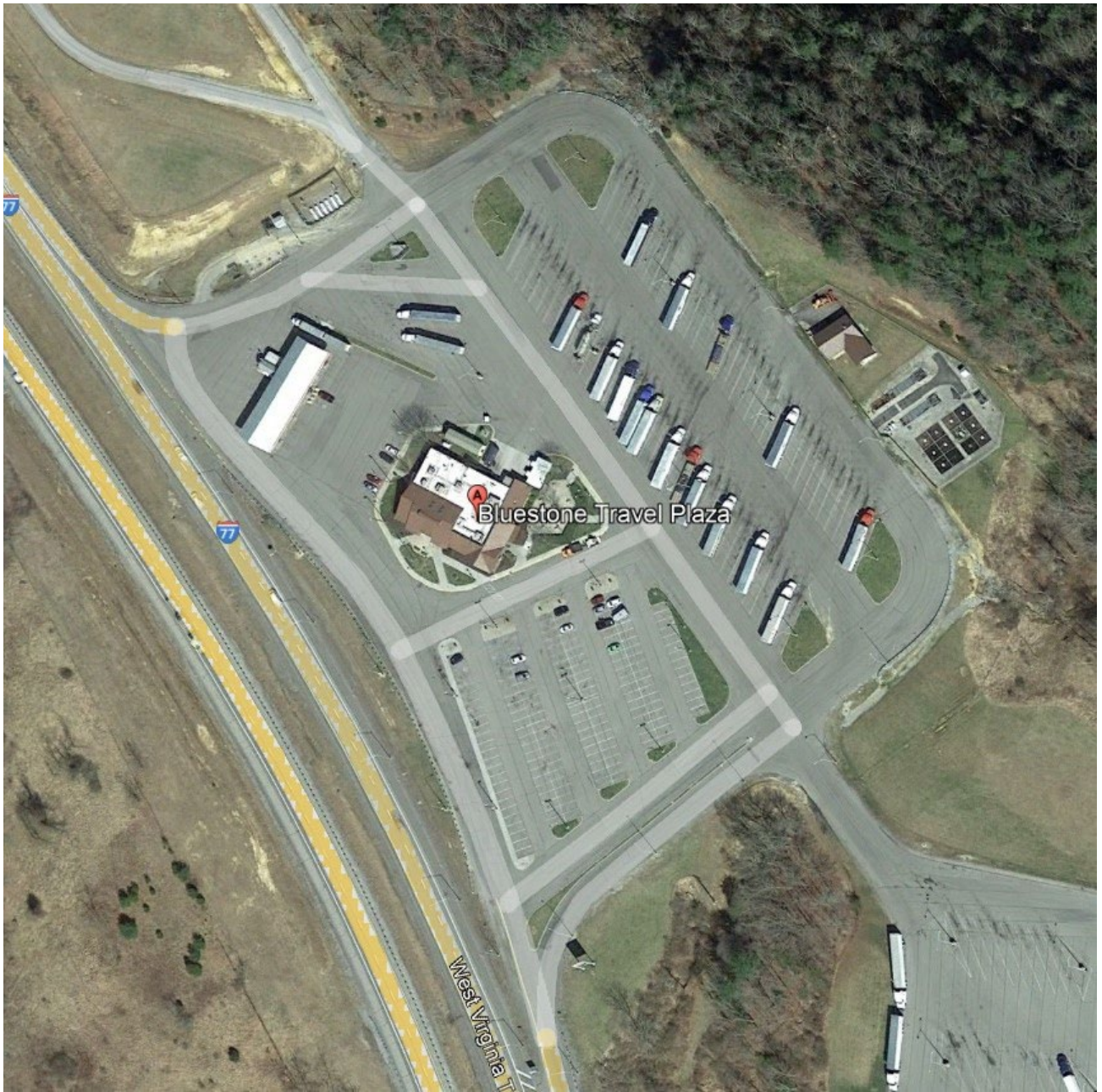


Figure 1 Bluestone Travel Plaza

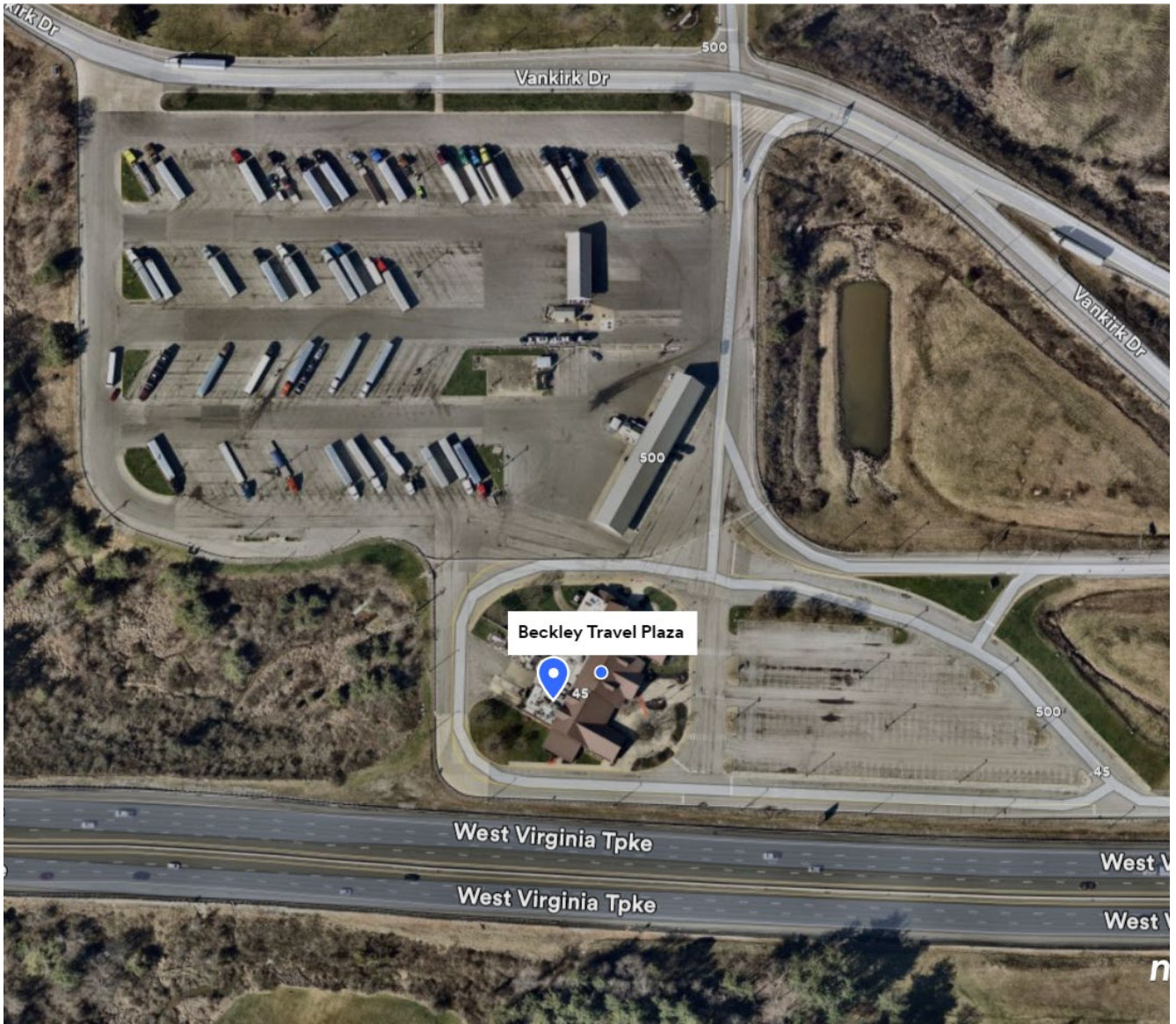


Figure 2 Beckley Travel Plaza

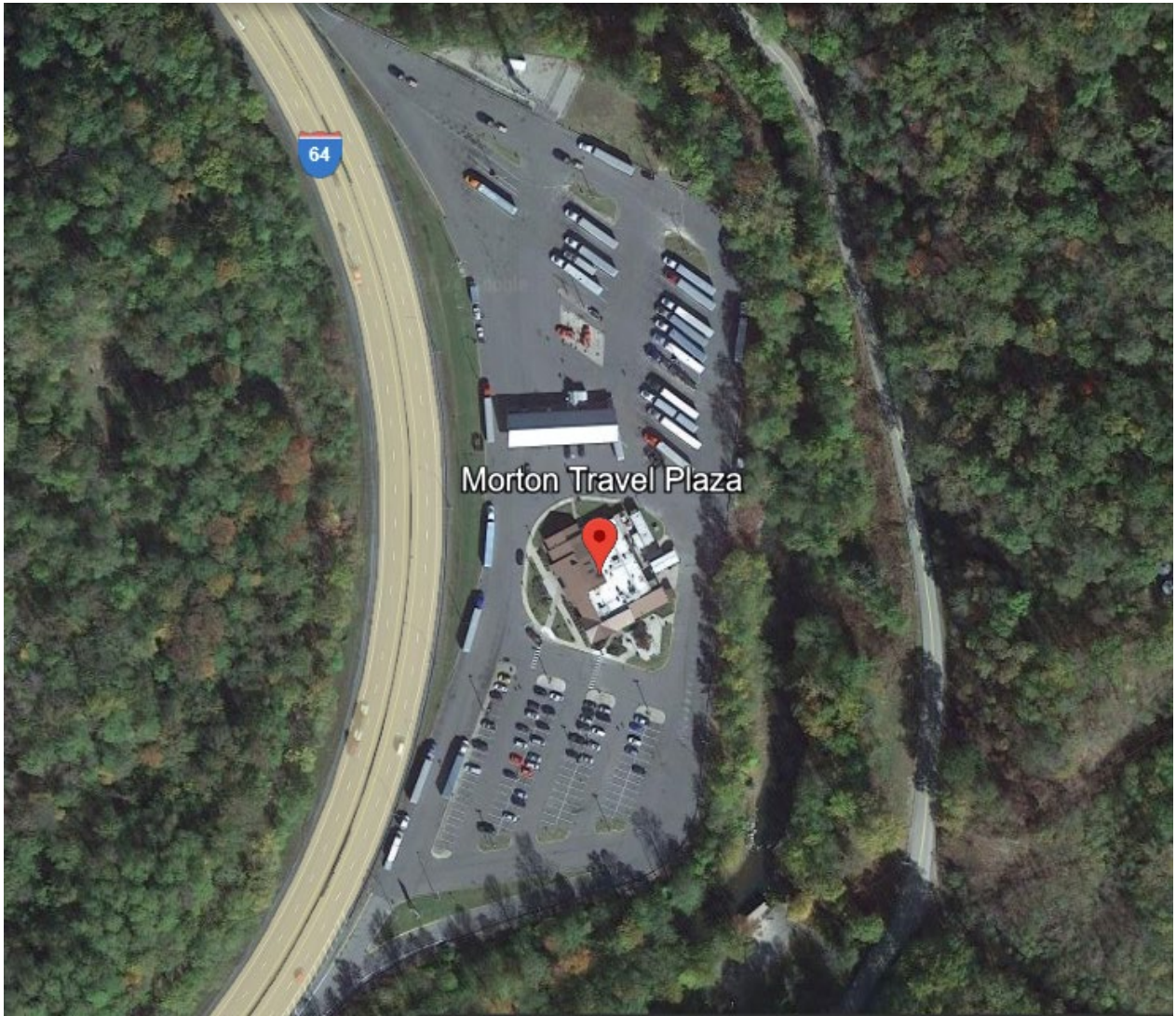


Figure 3 Morton Travel Plaza

Section 1.3 - Glossary of Terms

ADA	Americans with Disabilities Act of 1990, Public Law 101-336, and all amendments thereto.
Authority	West Virginia Parkways Authority
Best and Final Offer	"Best and Final Offer" in terms of this solicitation is a Developer's response to the WVPA's request to Developers to submit their last and most attractive financial offer.
Charger	A device with one or more charging ports and connectors for charging EVs, also referred to as EV charging infrastructure.
Charging Network	A collection of EV charging infrastructure located on one or more properties that are connected via digital communications to manage the facilitation of payment, EV charging, and any related data requests.
Charging Infrastructure	Infrastructure that includes the EV charger hardware, networking system, and supporting electrical equipment.
Commencement Date	For the purposes of this solicitation, the "Commencement Date" is the date when the Demised Premises are occupied by the Developer, all required business licenses have been obtained, and a Certificate of Occupancy has been issued by a local Code Official.
Electric Vehicle (EV)	A motor vehicle powered by an electric motor that draws electricity from a battery and is capable of being charged from an external source. For the purposes of this NOFO, the focus is primarily passenger vehicle EVs, and this definition does not include golf carts, electric bicycles, or other micro-mobility devices.
Electric Vehicle Supply Equipment (EVSE)	A device with one or more charging ports and connectors for charging electric vehicles.
EV Stations	Electric vehicle fast charging stations, including but not limited to, DC fast charging-based systems and AC charging based systems.
Electric Vehicle Infrastructure Training Program (EVITP)	A comprehensive training program for the installation of EV charging infrastructure. For more information, refer to https://evitp.org/ .

Operations and Maintenance (O&M)	Following EV charging infrastructure installation and commissioning, the minimum five-year O&M period requires that Awardees ensure that infrastructure is operational and maintained for a period of no less than five years from the initial date of operation. O&M activities may include but are not limited to general maintenance, upkeep, monitoring, and reporting.
Oral Interview	<p>“Oral Interview” is a request from the WVPA to meet face-to-face or via videoconferencing with the Developer’s Team to seek clarifications and pose additional questions. Any costs associated with oral presentations/interviews shall be borne entirely by the Developer.</p> <p>Alternatively, the WVPA may submit its inquiries in writing with a request that a written response be provided within three (3) business days.</p>
Port	The system within a charger that enables the charging of an EV. A charging port may have multiple connectors, but it can provide power to charge only one EV through one connector at a time.
Proposal	The complete response of the Developer to this Request for Proposals including, but not limited to, any statement of qualifications, technical proposal, financial offer, and acceptance (or written nonconurrence) with Article V – Lease Terms and Conditions.
Developer Parties	Developer, its officers, agents, contractors, subcontractors, subtenants, assigns, employees, invitees, licensees, and franchisees.
Real Property	Real property is the land, everything permanently attached to it, and all the interests, benefits, and rights inherent in the ownership of real estate. In the context of this solicitation, this would include roof and structure, HVAC, plumbing including the restrooms, electrical distribution, and other building subsystems.
Retail	Refers to any merchandise sold at the Travel Plaza except Foodservice items as previously defined in this section.
RFP	WVPA’s Request for Proposals dated Tuesday, August 24, 2021.
Travel Plaza	One of three commercialized rest areas along the West Virginia Turnpike.

Turnpike	In the context of this RFP, "Turnpike" refers a four-lane toll highway, 88 miles in length, between Princeton and Charleston, West Virginia. Interstate 77 is carried by the entire length of the Turnpike. Interstate 64 is carried from Charleston to south of the City of Beckley.
Uptime	When an EV charger's hardware and software are both online and available for use, or in use, and the charging port successfully dispenses electricity in accordance with requirements for minimum power level
WVPA	West Virginia Parkways Authority

Section 1.4 - Key Dates

Event	Date
RFP Release	May 1, 2024
Pre-Proposal Conference	May 15, 2024; at 10am
Deadline for Written Questions	May 22, 2024; by 4pm
Written Responses to Questions and/or Addendum Issued	May 29, 2024
Proposal Due Date	June 27, 2024; by 3pm

Section 1.5 - Project Contact

For this project, The contact information is as follows:

Rakesh Nune

rnune@hntb.com

All questions and inquiries concerning this RFP, site(s), design, and location-specifics must be in writing and submitted electronically to the contact listed above at the above email address.

Section 1.6 -Pre-Proposal Conference

All Developers are recommended to attend the Pre-Proposal Conference at the time and place provided in Section 1.4. To attend the Pre-Proposal meeting, participants may dial this number and enter the participant code: +1 816-702-6618,179614429#

Section 1.7 - Written Questions & Responses

All written questions and requests for clarification must be submitted in writing in accordance with Section 1.5 on or before May 15th, 2024, prior to 12:00 PM EDT. Developers may only rely on the official written responses which will be distributed as addendums to the RFP.

Section 1.8 - RFP Errors or Omissions

If a Developer believes there is any ambiguity, conflict, discrepancy, omission or any other error in this RFP, Developer should immediately notify the RFP Process Manager as identified in Section 1.5, state in detail what the issue or issues are, and request clarification of or modification to this RFP. Developer must provide any such request for clarification to the Process Manager at least ten (10) days prior to the final filing date for submission of proposals. Modifications and/or clarifications of this RFP, when appropriate, will be made by addenda and distributed to all parties who have been furnished with this RFP.

Section 1.9 - Confidentiality

Public announcements, statements to the media, interviews and/or news releases regarding this RFP, any terms and conditions of the RFP, the Proposal, any subsequent award and/or any agreements are strictly prohibited and must not be made by any Developers or any of Developers' agents or consultants without the prior written approval of the West Virginia Parkways Authority.

ARTICLE II - Services Required

Section 2.1 Site Development Administrative Requirements

The Developer shall provide a Project Plan comprised of the following:

- 1) Project Schedule;
- 2) Design Documents;
- 3) Safety / Emergency Response Plan (during construction and the operating period);
- 4) Testing Plan;

2.1.1 Project Schedule

The Developer is required to submit a detailed project timeline within 30 days following the Notice to Proceed. This timeline should include, but not be limited to, the following components:

- Initial Assessment and Planning Phase: Duration and key activities involved in site assessments, infrastructure design, and any necessary regulatory approvals or permits.
- Equipment Procurement and Installation Phase: Detailed timeline for the procurement of EV charging equipment, including lead times, and a schedule for installation activities.
- Testing and Commissioning Phase: Duration and steps for testing the installed EV charging stations to ensure they meet all operational and safety standards.
- Maintenance and Support Plan: Outline of the proposed schedule for regular maintenance and technical support activities post-commissioning.

This schedule must be realistic, considering potential challenges and delays, and should include provisions for regular updates and adjustments as the project progresses. The Developer should also specify the points of contact responsible for each phase of the project, ensuring clear communication and efficient project management.

2.1.2 Basis of Design Package

The Developer shall prepare and submit the Basis of Design Package to WVPA. The Basis of Design Package shall include:

- Approximately 30% complete construction drawings that include elements to show location and electrical details involved in the project. Construction drawings shall be developed sufficiently to convey the layout of EVSE, EVSE-related equipment, proposed electric service, signage, lighting, parking/EVSE charging spaces (including ADA-compliant spaces), and existing utilities.
- Any relevant calculations associated with the construction drawings.
- A list of governing design and construction standards and requirements to be used in the design and construction of the Site, including any request for modification to Applicable Standards (if any).

2.1.2a Basis of Design – Electrical Details

The Developer shall include the following electrical details in the Basis of Design Package construction drawings:

- Electrical single line diagram:
 - Cable schedule:
 - Medium Voltage cable.
 - 600 volt cable.

- 1000 volt cable.
 - Block diagram of EVSE communications, controls, and high voltage DC power wiring and raceways required by manufacturer from EVSE inverter cabinet to external EVSE dispenser pedestals (if applicable).
 - Single line diagram from utility transformer to EV charger and dispenser pedestals which shall include:
 - Transformer size/rating.
 - Electrical distribution switchgear metering, breakers, grounding, etc.
 - DC high voltage electrical wiring from charger inverter cabinet to dispenser pedestals (if applicable).
- Site Plan:
 - Ensure site plan includes medium voltage electrical utility service routing, size, type, and rating from utility medium voltage switch or connection.
 - Ensure the following components are included for equipment layout:
 - EVSE cabinets
 - EVSE dispenser pedestals
 - Electrical distribution equipment
 - Metering equipment location
 - Safety disconnect locations
 - Transformer locations
 - Overhead lighting
 - Future EVSE locations (if applicable)

2.1.3 Final Design Package

Following WVPA notice of selection, the Developer shall prepare and submit a Final Design Package to WVPA for review that includes an update of all elements provided in the Basis of Design Package.

2.1.3a Final Design – Electrical Details

The Developer shall include the following electrical details in the Final Design Package construction drawings:

- Electrical General Notes to be included:
 - “This project includes installation of electric vehicle supply equipment (EVSE) specifically DC Fast Chargers. Ensure construction is accordance with manufacturer’s recommended installation details and requirements of the Agreement.”
 - “The Developer shall be responsible for coordinating with the electrical utility the transformer and transformer pad vault delivery timing, sizing, location, and type, in addition to ancillary required electrical metering and service equipment).”
- Electrical single line diagram page:
 - Any updated information and distribution.
- Equipment layout:

- EVSE DC inverter cabinets with clearances.
- EVSE dispenser pedestals with clearances, electrical distribution equipment with clearances.
- Metering equipment location.
- Safety disconnect locations.
- Transformer locations with clearances.
- Communications panels (if applicable).
- Internet gateway and panel (if applicable).
- Any updated layout.
- Site Plan:
 - Note locations of conduit handholes, pullboxes, and limits of utility transformer pad vaults.
 - Show finish utility clearance requirements for transformer and transformer pad vault, medium voltage switching, conduit, and metering equipment.
 - Show locations and path of travel for access control (fencing, gates, etc.) infrastructure around utility equipment, auxiliary site equipment (i.e., Wi-Fi, lighting, etc.) and EVSE.
- Equipment details/ elevations:
 - Labeling of electrical supply equipment, transformers, disconnect switches, meters, EVSE inverter cabinets, and EVSE dispenser pedestals.
 - Elevations detailing conduit "stub-up" locations and routing into the bottom of the EVSE inverter cabinets, EVSE dispenser pedestals, electrical distribution equipment, transformers, and meters.
 - Elevation of distribution switchgear sections (incoming, utility, blank, and breaker).
 - Grounding details.
 - Service load calculations table.
 - Distribution panel metering detail.
 - Typical arc flash label detail.
 - Specific details for conduit routing and bending radius.
 - Handhole details and conduit routing.
 - Pre-cast concrete vault details and conduit routing.
 - Pullbox schedule.
 - Utility transformer elevations and details.
 - Utility transformer pad vault details and elevations.
 - Utility transformer clearance elevation detail.

The Developer shall submit a Final Design Package to WVPA with all the comments addressed that includes the final construction drawings, final design calculations, list of governing design and construction standards and requirements, documentation of Approved modifications to Applicable Standards (if any), and certification that the plans are compliant with the Agreement and Applicable Standards.

2.1.4 Record Drawings

The Developer shall prepare and submit Record Drawings to WVPA within 45 Days following

EVSE Acceptance. The Developer shall prepare Record Drawings in accordance with Section 2.1.2 (Design Documents). Record Drawings shall be submitted in electronic format (PDF, TIFF, and CADD) format.

Record Drawings shall include all updates to the Final Design Package, including any design changes, actual field as-built changes, actual survey info, and up-to-date copies of all other Design Documents, including reports, calculations, design files, permits etc.

Utility relocations performed by others in conjunction with the Project (e.g., telecom, gas, private electric, and other private utilities) do not need to be incorporated in the CADD files and plan sheets. However, the utility relocation plans shall be included as an attachment to the Record Drawings.

Section 2.2 Progress Reports

2.2.1 Design Progress Reports

The Developer shall provide Design/Construction/Installation Progress Reports on the first and third Monday of each month starting two weeks following issuance of Notice to Proceed. If the due date for which the Design Progress Report falls is not a Business Day, the Design Progress Report will be due on the next Business Day.

2.2.2 Monthly Progress Reports

The Developer shall provide Monthly Progress Reports following issuance of Notice to Proceed and continuing until EVSE Acceptance. The Monthly Progress Report shall be submitted each month on the fifth, or if the due date does not fall on a business day, the Monthly Progress Report will be due on the next business day to WVPA for its Approval.

The Developer shall include the following information in the Monthly Progress Report:

- The most current Design Progress Report (as applicable).
- Project Schedule updates, including a current version of the Project Schedule in accordance with Section 1.1.1 (Project Schedule). Note that this is included in the Design Progress Reports during design development and duplication of the information is unnecessary within the Monthly Progress Report.
- Summary of any safety incidents pursuant to requirements of the Safety / Emergency Response Plan.

Photographic documentation of construction progress. During Construction Work, the Developer shall include at least ten new photos documenting progress of the Work.

2.2.3 Project Management Plan

The Developer is required to submit a detailed project management plan (PMP) within 30 days following the Notice to Proceed. This PMP should include, but not be limited to, the following components:

- 1) **Project Overview:** objectives, scope, and parties involved;
- 2) **Project Organization:** team structure and roles;
- 3) **Project Schedule:** timeline, milestones, and dependencies;

- 4) **Risk and Quality Management:** identify risks, quality standards, and mitigation strategies;
- 5) **Communication, Budget, and Resource Management:** contractor communication, budget, and resource allocation;
- 6) **Change Management and Monitoring:** procedures for changes and project monitoring;
- 7) **Legal and Compliance:** legal requirements and contracts; and
- 8) **Documentation and Training:** document management and training plans

Section 2.3 Safety / Emergency Response Plan

2.3.1 Safety Stakeholders and Emergency Responders

The Developer shall identify safety stakeholders and emergency responders who are responsible and involved in safety services and management. Agencies of the State of WV and local Governmental Entities may have their own emergency response plans for various events, such as severe incidents, natural disasters, or planned events. The Developer shall coordinate with emergency responders on what actions are expected from relevant agencies and safety stakeholders in response to emergency situations.

2.3.2 Incident Response

An incident results in the following:

1. Property damage to the site, EVSE, and/or vehicles; or
2. Events that cause personal injury.

While not causing physical harm to any one person, privacy incidents, such as breach of Personally Identifiable Information (PII) or Sensitive PII also may adversely affect users. The approach to managing privacy incidents shall be described in the Data Interface Plan which will be a contractual requirement of awarded vendors to create and submit to WVPA.

The Developer shall document processes in the ERP to:

- Proactively identify risks that may result in incidents.
- Implement mitigation strategies that minimize or avoid incidents.
- Take appropriate action when an incident occurs.
- Document the incident and subsequent response.

The Developer shall include procedures for the following in the ERP:

- Identifying and communicating safety risks to those that will be involved in operations of EVSE.
- Identifying and documenting contacts for relevant emergency response parties and agencies.
- Resolution of an incident in a timely manner, including identification of responsible parties.
- Creation of an Incident Report that documents the incident and response. The Incident Report shall also describe actions that will be taken to mitigate or prevent future occurrences of the incident. Each Incident Report shall be submitted to WVPA for review and comment within 10 days .

Development of updates to the procedures in the ERP and how revisions are communicated to responsible parties and stakeholders.

2.3.3 Emergency Response to Incidents Involving Electrical and Vehicle Fires

The Developer shall include specific guidance in the ERP regarding vehicle fires and electrical fires. In the event of a vehicle fire, the Developer shall comply with all state and local regulations, work instructions, authorities, and firefighting associations guidelines. Fires involving EVSE are considered "electrical fires," whereas fires on electric vehicles are considered "vehicle fires."

If there is a vehicle fire, the Developer shall respond in accordance with the specific vehicle response guide available from vehicle OEMs and NFPA (<https://www.nfpa.org/Training-and-Events/By-topic/Alternative-Fuel-Vehicle-Safety-Training/Emergency-Response-Guides>).

The Developer shall include guidance in the ERP to address situations where a vehicle is on fire while connected to EVSE. In these cases, the ERP shall state that the EVSE shall be de-energized first, if possible, to reduce potential for electrical hazards affecting emergency responders as they work through the process to isolate the high voltage system of the vehicle battery.

The Developer shall incorporate the following fire and life protection elements into the ERP:

- Guidance for the correct fire suppression type for EVSE electrical fires.
- Examples of warning labels associated with high voltage equipment, their use, variations of the label placement on the EVSE, and size and coloration.
- Remote power stop or emergency stop procedures. The Developer shall provide the ability to stop the flow of power to the EVSE unit(s) for emergency situations. The Developer should install a remote disconnect switch within 50 feet of each charging station, but no closer than 10 feet to any charger or cabinet per recommended best practices. Reference local code requirements and coordinate with fire department personnel. The Developer shall include the following information regarding remote stop functions in the ERP:
 - Description of locations and coloration of emergency stop buttons on the charger inverter cabinets or EVSE dispenser pedestals.
 - Procedures for actuating the emergency stop, as well as required follow up steps (e.g., de-energization) in an emergency.
- A system to easily identify the correct make, model, sub-model, and configuration of the EVSE. This shall include detailed pictures, cutsheets, and drawings highlighting easy-to-identify physical characteristics of the EVSE enclosure.
- A procedure for site-specific power de-energization in the event of an emergency. The procedure shall visually show where and how to de-energize the EVSE via a disconnect and/or main breaker, as well as source of power supply. Identify NEC required clearances and working spaces and arc flash boundaries.
- Map and pictures of power-supplying utility medium/high voltage equipment, such as a transformer and switches. Map should be site specific, and pictures should be of the actual equipment unique to that site.
 - Map and pictures to include NEC required clearances and working space.
 - Map to identify Arc Flash Boundaries for all equipment.

Instructions on how to actuate "off" the power disconnect and breakers. If panels are locked or if security padlocks are used on the disconnect, clearly describe the process to remove the

padlock in an emergency, or the procedure to cut the lock.

2.3.4 Site-Specific Information Map

The Developer shall include a site-specific map, overlaid on a satellite aerial image, with locations of the following in the ERP:

- EVSE
- EVSE dispenser pedestals
- Utility meters
- Utility transformer with NEC clearances and Arc Flash boundaries.
- Utility medium voltage switches with NEC clearances and Arc Flash boundaries.
- Main switchgear distribution panel with NEC clearances and Arc Flash boundaries.
- Main panel breaker locations with NEC clearances and Arc Flash boundaries.
- EVSE supply power disconnect switches and emergency stop devices
- Any stationary battery storage systems adjacent to the charging site with NEC clearances and Arc Flash boundaries.
- Any solar canopies along with associated DC inverter equipment locations with NEC clearances and Arc Flash boundaries.

Local area fire hydrant, standpipes, and adjacent building firewater connections

Section 2.4 Testing Plan

The Developer shall be responsible for conducting both standard factory testing and post-installation system testing for each charging unit to verify functionality and access. Factory test results shall be provided for each unit as verified by the Developer’s quality assurance or test manager. Similar test results for the installed system shall be provided with the test manager’s approval. The Developer shall provide at least three weeks notice to WVPA ahead of testing.

Section 2.5 Technical Requirements

A list of Applicable Standards is provided in Table 1 (Applicable Standards). The Developer is responsible to identify and use all relevant standards in performing the Work. The Developer shall notify WVPA of any omissions and provide an updated list of Applicable Standards with the Design Documents.

The Developer shall perform the Work in accordance with the most current version of each Applicable Standard.

Table 1 - Applicable Standards

Author/Agency	Title
FHWA	Program Guide Utility Relocation and Accommodation
FHWA	MUTCD – Signing for Designated Alternative Fuels Corridors (February 16, 2023)
WVDOH	2023 Standards and Specification

ADA	Americans with Disabilities Act Accessibility Guidelines
US Access Board	Design Recommendations for Accessible Electric Vehicle Charging Stations

The Developer shall also identify and adhere to the requirements of local Governmental Entities, as applicable.

2.5.1 Load Management and Demand Response

- a. Installation shall be coordinated with the local utility provider to confirm that expected power demand will remain within the capacity of the designed electrical system. Power management may be used to achieve reasonable power loads but shall not go below a 75-kW threshold at each charging port.
- b. The network communications, controls, and back-office support service shall have the ability to monitor energy usage (kWh) and energy demand (kW) of the EVSE.
- c. The network shall be capable of secure communications with electric utilities, other energy providers, or any local management systems.

2.5.2 Customer Payment Options

- a. As applicable, the network infrastructure shall be PCI compliant in order to execute financial transactions with EV drivers safely and securely. Network provider shall have PCI DSS certification and accept all major debit and credit cards.
- b. The fee collection system shall accept, at a minimum, contactless major debit and credit RFID cards without incurring additional fees, inconvenience, or delays for one payment or access control method over another. Other forms of payment, such as access codes, mobile application, are also encouraged.
- c. Infrastructure shall have a point-of-sale and supporting network that uses an open protocol to allow subscribers of other EV charging system networks to access the EVSE.
- d. Payment options shall be secure, equitable, accessible, and available to accommodate future innovations in payment methods.
- e. EVSE shall not delay, limit, or curtail power flow to vehicles based on payment method or membership.

2.5.3 Charger Specifications

- a. A charging station shall include a minimum of four (4) charging ports and shall be able to provide at least 75-kilowatt (kW) of continuous power supply from each charging port simultaneously across a charging station. Charging cable length, weight, and any other mobility features shall be ADA compliant. The length of the cable shall be of sufficient length to charge a vehicle with various charging inlet locations.

2.5.4 Screen Displays

- a. Displays shall be LCD, LED or equivalent or better, user friendly, easy to operate, daylight and night viewable, and UV-protected with human-machine interface capability.
- b. Display shall show the price in \$/kWh for charging prior to initiating a charging session.

- c. Displays shall show time limitations, power, charging, complete, remote control, system status, faults, and service.
- d. Displays shall be ADA compliant.

2.5.5 Access

- a. EVSE shall be ADA compliant, accessible to all members of the public, 24 hours per day, seven days per week, year-round, with no membership required to a specific network for access or additional energy level.
- b. At least one of the charging spaces served by the EVSE at the Candidate Site shall be compliant with ADA accessibility standards.

2.5.6 Uptime

The Developer will be required maintain a minimum uptime of 85% during the contracted period of site operations. Uptime will be calculated using the following equation:

$$\mu = ((525,600 - (T_{\text{outage}} - T_{\text{excluded}})) / 525,600) \times 100$$

where:

- μ = port uptime percentage,
- T_{outage} = total minutes of outage in previous year, and
- T_{excluded} = total minutes of outage in previous year caused by the following reasons outside the charging station operator's control, provided that the charging station operator can demonstrate that the charging port would otherwise be operational: electric utility service interruptions, failure to charge or meet the EV charging customer's expectation for power delivery due to the fault of the vehicle, scheduled maintenance, vandalism, or natural disasters. Also excluded are hours outside of the identified hours of operation of the charging station.

2.5.7 Cybersecurity

The Developer is responsible for cybersecurity, including owning, operating, maintaining, and data sharing for the EVSE. Within 60 days following the Notice to Proceed, the Developer shall provide the following cybersecurity details to WVPA:

- A comprehensive cybersecurity plan detailing the administrative, technical, and physical controls in place to assess, monitor, and mitigate security risks throughout the EV charger operations. This shall include encryption, security updates, vulnerability management, monitoring, and incident response.
- An explanation of the vendor's system update and patch management policy. Details on how updates will impact end users shall be provided to WVPA.

Proposed breach notification protocols for all stakeholders including promptly notifying WVPA within 72 hours in the event of a confirmed cybersecurity incident or data breach related to the EV chargers.

2.5.8 Data Sharing

Near Real-Time Data Requirements for Public Access

To ensure customer access to up to date charger information, the Developer shall provide, at minimum, the below data in near real-time through a website or free mobile application accessible to all to enable informed decisions.

- EVSE location
- Number of charging ports available (Preferred but not mandatory)
- Charging level by port (DCFC, AC Level 2, etc.)
- Energy (kWh) available per port
- Current Price (including power, tax, and other fees)
- Connector type by port
- Acceptable Payment Method(s)

Data Requirements for WVPA Access

To enable comprehensive performance assessments by WVPA, the Developer shall provide detailed usage data and metrics on the electric vehicle charging stations. This information shall be hosted on a website and made accessible to WVPA via login credentials for downloading. The data provided shall include, at a minimum, the following elements per charging session basis.

- Charging port identifier
- Charging station identifier
- Number of charging events
- Number of unique users
- Charging session start time/end time
- Successful session completion (yes/no) by port
- Error codes associated with unsuccessful charging sessions by port
- Energy (kWh) dispensed to EVs per session by port
- Peak session power (kW) by port
- Price customer paid (itemized, including power usage charge, tax, and other fees)
- Payment method associated with each charging session
- Charging station port uptime for each of the previous three months
- Duration in minutes for each outage
- Average charging event time
- Average charging event power (kW and kWh)
- Cost of electricity to operate per charging station in each of the previous three months

ARTICLE III - Proposal Requirements

The following is the information that each Developer must provide in their Proposals. WVPA reserves the right, in its sole discretion, to disqualify a Proposal that does not include all the information required herein. Each Proposal must address all the applicable submission requirements called for in this RFP and must be in the format specified in this RFP. Each Proposal shall contain a Table of Contents and an Executive Summary (a brief description of the proposed services and improvements).

No information beyond that being specifically requested in this RFP is required, and Developers should keep their submissions to the shortest length consistent with making a complete presentation; however, Proposals should not exceed fifty (50) pages in length.

Section 3.1 - Submission of the Proposal

Developer must submit three (3) hard copies plus one (1) flash drive with a PDF copy of its Technical Proposal and, in a separate envelope, the hardcopy of the completed Financial Offer Excel worksheet provided as part of this RFP and a flash drive with the completed Excel spreadsheet. The Proposal shall include all the requirements set forth in this RFP.

Proposals must be submitted to the following address on or before the Proposal Due Date in Section 1.4:

Margaret Vickers
Director of Logistics and Procurement
3310 Piedmont Road
Charleston, WV 25306
Attn: Travel Plazas EV Submission

The West Virginia Parkways Authority will not accept any Proposal received after the Proposal Due Date. Developer may withdraw or modify a Proposal at any time prior to the Proposal Due Date by sending written notification to the RFP Contact in accordance with Section 1.5. Developer may thereafter re-submit a previously withdrawn Proposal if done so by the Proposal due date.

WVPA is not liable for any costs incurred by Developer attending a Pre-Proposal Conference or Site Visits and/or the preparation of a Proposal. By submitting a Proposal, Developer accepts that it will not make any claims for or have any right to damages because of any misinterpretation or misunderstanding of the services requested in this RFP or because of any lack of information contained in this RFP.

All Proposals submitted in response to this RFP will become the property of WVPA. Proposals must be delivered in person, by courier, or by USPS with a written receipt. WVPA will not accept Proposals by any other means than those means stated herein.

Note: Prior to contract award, the apparent successful Developer must be properly registered with the West Virginia Purchasing Division (www.wvoasis.gov), WV Secretary of State, WV State Tax Department, as applicable, and any other entities as necessary. Each of these entities has different fees that may be applicable to their respective registration requirements.

Section 3.2 - Cover Letter

A cover letter must be included in the Proposal and must be signed by the individual or individuals authorized to bind proposed Developer contractually. The cover letter must indicate for each signatory that the signer is authorized to bind the proposed Developer and must state the title or position the signer holds in proposed Developer's organization. The cover letter will include the following:

1. Proposed Developer's name, type of business entity or nature of organization (e.g., corporation, partnership, etc.), location of main office - address, telephone/fax numbers and e-mail address and the name, business address, telephone/fax numbers and e-mail address (if applicable) of the person within the organization who will be WVPA's primary contact concerning the Proposal.
2. A statement that the Proposal is an irrevocable offer for at least one hundred eighty
 - a. (180) days from the date when Proposals are due.
3. A statement that proposed Developer is ready, willing, and able to provide the services proposed in the Proposal in a timely manner upon reasonable notice.
4. The identity of the key management and supervisory personnel who will be assigned to provide the proposed Developer's services.
5. A statement that if selected, proposed Developer's services to WVPA will not create any conflict of interest for the parties. If Proposed Developer believes that a conflict of interest may arise, the nature of the conflict should be described in detail.

The deposit is at risk if, during ground lease negotiations, the successful proposed Developer substantially changes the terms of their Financial Offer; substantially changes the proposed redevelopment program or schedule; fails to respond to the WVPA's requests for additional information or clarifications in a timely manner; fails to provide proof of financing, insurance, or bonding; or previously failed to disclose substantive background information (e.g. major civil litigation in regard to prior projects, bankruptcies, criminal convictions, or any other matter that would reflect poorly on the State of West Virginia).

In any of these instances, the WVPA's staff time in addressing these unanticipated issues may be deducted from the good faith deposit at WVPA's discretion.

Section 3.3 - Project Narrative, Details, and Approach

Proposals should include an overall narrative detailing the proposed project and overall approach. The narrative should include the overall purpose, significance, methods, timeline, outcomes, and implementation plan.

Section 3.4 - Future Proofing, Innovation, and Revenue Sharing

Proposals should include a plan for future proofing, design innovation, and a description of any revenue sharing options proposed with WVPA. Proposals should include future proofing and design innovation considerations for the project site that outlines forward-thinking approaches toward future expansion, additional power level upgrades, or other user amenities to satisfy customers based on how the market is evolving. Additionally, Proposals should include a description of any proposed revenue sharing model that would be offered.

Section 3.5 - Technical Site Design and Configuration

Proposal submissions must include technical renderings of the proposed site outlining site-specific characteristics and details. The Proposal's technical design approach should include site renderings at roughly 30% of full site design. Proposals should utilize templated site renderings provided by WVPA, in Appendix B, to propose site design and configuration.

Section 3.6 Safety and Cyber Security Approach

Proposals should include an outline of how the proposed project will address both physical and cybersecurity. Proposals should provide an overall summary of how physical safety will be considered at the project site, and how the proposed Developer will design an approach and plan for cybersecurity during project implementation.

Section 3.7 - Operations and Maintenance (O&M) Approach

Each proposal must include a 24/7 operations and maintenance (O&M) plan approach that covers the term of the contract. The proposal's O&M approach should consider routine and scheduled maintenance and repairs, a severe weather response strategy, warranty information, and plans for data collection.

Section 3.8 - Statement of Qualifications

Each Proposal shall contain the following information regarding Developer's qualifications:

1. A brief history and description of Developer's organizational structure including size, scope of services, capability, and any area(s) of specialization. Developer must also identify any companies or organizations of which Developer is a subsidiary or directly affiliated therewith.
2. Detailed documentation of Developer's qualifications and experience related to the scope of work required by this RFP.

3. The resumes of all key management and supervisory personnel who will be directly assigned to provide services to WVPA and a description of the specific function each individual will perform. This information must include each individual's qualifying experience to perform the assigned services and each individual's position and length of service with Developer.
4. A list of relevant projects over the past five (5) years, showcasing the Developer's ability to deliver similar services. This list should include:
 - Project scope, size, total dollar value, and specific services provided.
 - Contact information (name, title, company, email address, and telephone number) for a responsible individual at each client organization who can verify the services provided.
 - A minimum of three (3) client references and two (2) banking references to attest to the Developer's financial reliability and quality of service delivery. Each reference must include the reference's name, title, company, and contact details (email and phone).
5. Evidence of Developer's financial position:
 - a. Publicly Held Corporation. If Developer or any part of Developer is a publicly held corporation, this information must include consolidated financial statements as submitted to the Securities and Exchange Commission on Form 10-K for the last two fiscal years; the most recent Form 10-Q since the last Form 10-K was submitted; and any Form 8-Ks for the last fiscal year.
 - b. Privately Held Corporation. If Developer or any part of Developer is a privately held organization, this information must include: balance sheets for the last two fiscal years (all financial statements provided in the Proposal should be certified by an independent certified public accountant); a statement of income for the last two fiscal years; and a management discussion and analysis of the organization's financial condition for the last two fiscal years indicating any changes in the organization's financial position since the financial statements were originally prepared.
 - c. Limited Liability Company. If Developer or any part of Developer is a limited liability company, this information must include balance sheets for the last two fiscal years (all financial statements provided in the Proposal should be certified by an independent certified public accountant); a statement of operations for the last two fiscal years; a statement of members' capital; and a management discussion and analysis of the organization's financial position since the financial statements were originally prepared.
 - d. Partnership. If Developer or any part of Developer is a partnership, this information must include: balance sheets for the last two fiscal years (all financial statements provided in the Proposal should be certified by an independent public accountant); a statement of income for the last two fiscal years; a statement of partners' capital; and a management discussion and analysis of the partnership's financial conditions for the last two fiscal years indicating any changes in the partnership's financial

position since the financial statements were originally prepared.

- e. Additional Financial Information. Provide any additional information that will demonstrate Developer's financial capacity to undertake and complete the proposed improvements and provide the proposed services, including letters of interest from prospective investors or lenders.
6. A statement that Developer is current on the payment of federal, state, and local taxes.
7. Evidence that the Developer will be able to secure the required insurance specified by the Authority.

ARTICLE IV - Evaluation of Proposals Section

Section 4.1 - Overview

An Evaluation Committee comprised of WVPA staff, consultants and/or outside counsel will review and evaluate each of the properly submitted written Proposals. The purpose of the evaluation process, which will be conducted as set forth in this Article, will be to determine which Proposals comply with the requirements of this RFP and to recommend the Proposal that best meets the selection criteria set forth in Section 4.3. The evaluation process may also include, at WVPA's sole discretion, reference checks, oral presentations, facility inspections and interviews with each Developer (See Section 4.4).

Section 4.2 - Preliminary Review

1. Each Proposal will be date and time stamped when received.
2. All Proposals will be reviewed to determine if they contain all the required elements and information required in this RFP. WVPA reserves the right, at its sole discretion, to disqualify, without any further evaluation, a Proposal that does not meet all the requirements of this Request for Proposals.

Section 4.3 - Evaluation Criteria and Selection

The West Virginia Parkways Authority will make an award, if any, only to a Developer that has been determined by WVPA to be fully responsive to the RFP requirements.

IMPORTANT: A Proposal that materially fails to provide information requested under the RFP will be judged non-responsive and may be rejected at WVPA's sole discretion.

Upon receipt of the Proposals, copies will be provided to WVPA's Evaluation Committee. The Evaluation Committee will review, and rate Proposals based upon the following weighted criteria:

CRITERIA	WEIGHTED	EVALUATION COMMITTEE GUIDANCE
Future Proofing and Design Innovation	15%	Does the design of the station accommodate future expansion possibility at minimal cost? Does the design of the station accommodate pull-through charging for larger vehicles? Do the ports provide a higher power level for faster charging (>75kW)? Does the site include additional conduit for expansion of additional chargers?
Maintenance and Long-Term Stewardship	20%	Does the Developer outline a strategy for regular maintenance and repairs as well as a plan for 24/7 maintenance? Does the Developer have a plan for operations and

		maintenance beyond the contract term?
Revenue Sharing Model	15%	Does the Developer provide a revenue sharing model with WVPA that allocates a portion and/or percent of the profit from each site to WVPA?
Experience and Qualifications	30%	Has the Developer worked and coordinated with government agencies in the past? Has the Developer and/or its contractors installed EV charging in the past? Does the Developers project team include an EVITP certified professional? Has the Developer operated and maintained EV charging infrastructure in the past? Does the Developer have access to sufficient funds to carry out the project? Does the Developer have financing in-place to complete all elements of the scope?
Safety (Physical and Cybersecurity)	20%	Does the Developer address and outline project features that address physical safety at the site (i.e. video surveillance, lighting, emergency call buttons, emergency power shut-off)? Does the Developer provide a cybersecurity plan or provide reference to National Institute of Standards and Technology (NIST), Cloud Security Alliance (CSA), or Federal Risk and Authorization Management Program (FedRAMP)?

Selection Process

The West Virginia Parkways Authority reserves the right to change or amend the selection process, at its sole discretion. Prior to the submission date, all parties who have received a copy of the RFP will be notified in writing of any changes. After the submission date, only Developers who have submitted Proposals prior to the deadline will be notified, in writing, or by electronic mail of changes.

1. Proposal Submission. All Proposals must be received by WVPA by the time, date and at the location stated in RFP. Any Proposals received after the Proposal due date will be returned unopened.
2. Preliminary Evaluation. First, WVPA will review all the Proposals to determine if the Proposals contain the required forms and if all submittal requirements have been met. Developer’s failure to submit any required forms and failure to follow all submittal requirements may result in the Proposal being rejected.
3. Internal Review. All Proposals will be evaluated through an internal review process by

WVPA, consultants and/or outside counsel to determine how well the Proposals meet the selection criteria. In addition to reviewing the Proposals, WVPA and its consultants may review references, conduct site visits to Developer's other projects, and then may use the results of these activities in evaluating the Proposals.

4. Interviews. At WVPA's sole discretion, oral presentations and interviews may be scheduled with all Developers, finalists only, with individual Developers only, or not at all.
5. Additional Information. As part of its review of Proposals, the Authority may seek additional information or request revisions to submitted Proposals prior to making a recommendation. WVPA, at its sole discretion, may choose to request a Best and Final Offer ("BAFO") submission, and may choose to conduct a second round of interviews based on the BAFO submissions.
6. Recommendations. WVPA will rank the Proposals and make a recommendation to the WVPA Board of Directors for approval.
7. Selection. The WVPA Board of Directors will vote to approve a recommended Developer.
8. Agreement Negotiation. WVPA will negotiate the final form of the Lease with the selected Developer within forty-five (45) days of the selection of a Developer.

Selection Criteria

WVPA will select the EV Developer for the Travel Plazas based upon information contained in Proposals that meet the selection criteria, WVPA's analysis, past projects, oral presentations (if any) and any other information available to WVPA. WVPA also reserves the right to request additional information of any or all Developers in writing and to use that information in selecting or qualifying Developers. The minimum selection criteria will include:

1. Developer. The quality of Developer and its capacity to meet the needs of the public will be considered, including, but not limited to, previous experience, similar projects, and senior management resumes. Particular attention will be given to demonstrated experience providing services in a similar setting. Consideration will also be given to prior experience working with community groups and government agencies and addressing their concerns and needs effectively.
2. Services Approach. Developer's approach to providing innovative products and services will be considered, including, but not limited to, the proposed uses, services, and concepts; products, pricing, staffing and hours; market analysis and merchandising; security; operational expertise; proposed transition; and design and schedule for the Improvements.
3. Financial Capacity. Each Developer's financial capacity to carry out its Proposal will be considered, including, but not limited to, each Developer's financial position, proposed financing, and franchiser interest.
4. Other. WVPA will consider all other issues relevant to the Proposal that may be in the best interest of the State of West Virginia, including, but not limited to, the quality,

clarity, conciseness, and organization of the Proposal and any other materials presented.

Section 4.5 - Additional Procurement Rights

The West Virginia Parkways Authority specifically reserves the following rights:

1. To accept or reject any or all Proposals received in response to this RFP.
2. Reject any Proposal where WVPA finds that Developer is not in good standing with the State of West Virginia or any other state agency within the past five (5) years.
3. Correct any arithmetic errors in the Proposals.
4. Waive informalities and excuse minor irregularities contained in Proposals. This waiver will in no way modify the RFP or excuse a Developer from full compliance with the RFP and/or the Lease.
5. Request that Developer clarify elements in their Proposal and submit a revised Proposal that incorporates any such clarifications.
6. Negotiate Lease terms with Developer that best serve the interests of WVPA, consistent with RFP requirements, statutory requirements and WVPA policies and procedures.
7. Contact any clients on Developer's client list and/or references furnished as part of the Proposal.
8. Require the Developer to give an oral presentation regarding their Proposal and to answer questions at an interview with WVPA
9. Require a facility inspection at the Developers existing location that is open to the public.

Section 4.6 - Questions and Inquiries

In accordance with Section 1.5, all questions or concerns regarding this RFP must be directed in writing and transmitted electronically via email to the RFP Process Manager.

ARTICLE V - Draft Operating Agreement and Lease Terms and Conditions

As stated in **Section 4.3 - Evaluation Criteria and Selection**, the WVPA anticipates that the final form of the Operating Agreement and contract will be negotiated with the successful Developer within forty-five (45) days of the selection of a Developer. Given the aggressive timeline, Developers should carefully consider the following Sections and indicate their acceptance of the proposed terms or provide alternative language. WVPA reserves the right to add, revise, or otherwise modify provisions in this sample contract between RFP issuance and final Developer selection.

Section 5.1 - Termination

The West Virginia Parkways Authority shall have the absolute right to terminate Lease negotiations or the Lease in the event the WVPA finds that any certifications or statements made by Developer were intentionally false, intentionally incomplete, and/or intentionally misleading. Upon such a finding by WVPA, the Authority may exercise its absolute right to termination by providing written notification to Developer.

Section 5.2 - Indemnification

Developer shall be responsible for all damage to life and property that is directly or indirectly caused by, or that arises out of: (1) the negligent or otherwise tortious acts, errors or omissions of Developer, its officers, agents, contractors, subcontractors, Subtenants, assigns, employees, invitees, licensees and franchisees (the "Developer's Parties") in connection with any of their services under the Lease; and/or (2) the use, occupancy or operation of the Travel Plazas or any part thereof by Developer or any of Developer's Parties.

Notwithstanding any other provision of law, Developer hereby protects, indemnifies, holds harmless and defends the West Virginia Parkways Authority, the State of West Virginia and their respective officers, directors, agents, employees, assigns, contractors, and subcontractors and the successors and assigns of each of the foregoing from and against any and all liabilities, penalties, fines, forfeitures, demands, losses, claims, suits, causes of action, judgments, and the costs and expenses incidental thereto (including cost of defense, settlement, attorneys' fees, consultant fees and expert fees) and damages of any nature whatsoever that are directly or indirectly caused by, or that arise out of the use, occupancy or operation of the Travel Plazas or any part thereof by Developer or any of Developer's Parties and/or the performance of, or failure to perform, any services required by the RFP and the Lease by Developer or any of Developer's Parties, including, but not limited to:

- (a) Any planning, design, work, construction, re-construction, repair, maintenance or alteration, done in, on or about the Travel Plazas or any part thereof;
- (b) Any possession, occupation, condition, operation, maintenance or management of the Travel Plazas or any part thereof;
- (c) Any act, omission or negligence on the part of Developer, or any of Developer's Parties;
- (d) Any accident, injury or damage to any person or property occurring in, on or about the Travel Plazas, including, but not limited to loss of use of natural resources;

- (e) Any failure on the part of Developer or any of Developer's Parties to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in the RFP and the Lease;
- (f) Any Environmental Condition created on or introduced to the Travel Plazas by Developer or any of Developer Parties;
- (g) Any investigation, monitoring, removal, or remediation of any Hazardous Waste on, within or released from the Travel Plazas, whether such investigation, monitoring, removal or remediation is done or completed by WVPA, Developer, or any of Developer's Parties or any other person or entity and regardless of whether or not such investigation, monitoring, removal or remediation is rendered pursuant to a court order or the order of an administrative agency;
- (h) Any environmental contamination or threat of environmental contamination;
- (i) Any claims asserted by any person or entity (including, without limitation, any governmental agency or quasi-governmental, board, bureau, commission, department, instrumentality, public body, public corporation, court or administrative tribunal), in connection with or in any way arising out of the presence, storage, use, disposal, generation, transportation or treatment of any Hazardous Waste at, upon, under or within the Travel Plazas;
- (j) Non-compliance with, or violation of, any Environmental Law. As used herein, the term "Environmental Law" shall mean any local, state or federal law, rule, ordinance, regulation, governmental action, order, directive, administrative proceeding or ruling whatsoever, either in existence as of the date hereof or enacted or promulgated after the date hereof, related to the existence, management, control, discharge, treatment, containment, transportation and/or removal of substances or materials that are or may become a threat to public health or the environment; and any common law theory based on nuisance, trespass, negligence, strict liability, aiding and abetting or other tortious conduct; or
- (k) The preparation of an environmental audit of the Travel Plazas, whether conducted or authorized by WVPA, Developer, any of Developer's Parties or any other third party, or the implementation of any environmental audit's recommendations including, but not limited to, conducting, or implementing the recommendations of such audit. WVPA may employ the attorneys and/or consultants of its choice.

Developer agrees that such indemnity shall survive the termination of the Lease and shall not be limited by reason of any required insurance coverage.

Upon termination of the Lease, Developer shall furnish WVPA with a general release for any damages claimed to have been sustained by Developer arising from, out of or relating to its use of the Travel Plazas.

WVPA shall not be liable for injury to any person occurring in or on the Travel Plazas or in any way relating to the use and occupancy of the Travel Plazas by Developer or by Developer's Parties, or for any damage to, or loss of, property in, on or about the Travel Plazas belonging to Developer or any of Developer's Parties or any other persons in, on or

about the Travel Plazas, or for any damage or loss suffered by the business of Developer, from any cause whatsoever, whether said damage or injury results from conditions arising upon the Travel Plazas or from other sources. Without limiting the foregoing, WVPA shall not be liable in any manner to Developer, or any of Developer's Parties or any other persons in or about the Travel Plazas, for any injury or damage to Developer, Developer's Parties or any other person in, on or about the Travel Plazas, or to any of their property, caused by the criminal or intentional misconduct, or by any act or negligence of third parties or of Developer, Developer's Parties or of any other person, or caused by an accident or fire.

Developer covenants that no claim shall be made against WVPA by Developer, or by any of Developer's Parties, or by any other party claiming the right to be in, on or about the Travel Plazas, for any injury, loss, or damage to the Travel Plazas, or to any person or property, occurring upon the Travel Plazas or in connection with Developer's use and occupancy of said Travel Plazas or that of Developer's Parties. In no event shall WVPA be liable to Developer or any of Developer's Parties or any other persons in, on or about the Travel Plazas, for any consequential, incidental, or special damages, or lost profits sustained, or alleged to have been sustained by any of them.

Section 5.3 - Standard Lease Clauses (including, but not limited to, the following lease clauses)

The West Virginia Parkways Authority's (WVPA) Board of Directors must approve the execution of the contract. WVPA's power to lease land, appurtenant structures, and the conditions under which it does so derive from WV Code Section §17-16A-10(a).

1. **TERM:** The initial term of this Agreement shall begin on the Commencement Date and shall expire five (5) years from the last day of the month in which the Commencement Date occurs (the "Initial Term"). Developer shall have two (2) options to extend the term of this Agreement for an additional five (5) years each (each a "Renewal Term" and together with the Initial Term, the "Term"), upon the same terms contained in this Agreement, provided that no Event of Default (as defined in Section 5.3 clause 8) by Developer exists at the time of extension. Developer shall exercise the option for each Renewal Term by giving notice to WVPA no later than thirty (30) days prior to the expiration of the Initial Term or Renewal Term, as applicable.
2. **REMOVAL:** Developer shall, at its' sole cost, remove the Trade Fixtures promptly following termination of this Agreement and restore the Premises to a condition commensurate with the rest of the Property, subject to exceptions for reasonable wear and tear and damage by casualty or condemnation. WVPA agrees that all Trade Fixtures and related intellectual property are and shall remain the personal property of Developer. The Infrastructure (excluding Infrastructure that is upstream of the meter, which is and shall remain the property of the utility) shall, in Developer's sole discretion, either be removed with the Trade Fixtures and remain the personal property of Developer, or left in a safe condition and become the property of WVPA.
3. **UTILITIES:** Developer agrees to arrange and pay the charges for all Developer-related utility services provided or used in or at the Premises during the Term. Developer shall pay directly to the utility company the cost of installation of any and all such Developer-related utility services and shall arrange to have the utility service separately metered. WVPA shall not be responsible for any damages suffered by Developer in connection with the quality, quantity or

interruption of utility service, unless the cause of the disruption or damage was WVPA's gross negligence or intentional misconduct.

4. **USE:** Developer shall use and occupy the Premises during the Term to install, operate and maintain a Electric Vehicle Charging Infrastructure and for incidental purposes, which may include generating photovoltaic electricity and operating an energy storage system, and for any other lawful use ("Permitted Use"). Developer is authorized to operate and collect payment for use of the Electric Vehicle Charging Infrastructure year round, twenty-four (24) hours per day and seven (7) days per week.
5. **MAINTENANCE:** Developer shall be responsible for maintaining the Electric Vehicle Charging Infrastructure (including repair and replacement of equipment, as necessary) at its' sole cost, and WVPA shall have no liability for damage to the Electric Vehicle Charging Infrastructure unless caused by WVPA's negligence or intentional misconduct. Notwithstanding the foregoing, WVPA's normal responsibility to maintain the common areas of the Property shall also apply to the Premises, such as for trash removal, snow removal, repaving and restriping, and WVPA agrees to coordinate such maintenance with Developer pursuant to Section 16. If Developer determines that additional trash cans are needed in the Premises, Developer will notify WVPA and WVPA shall promptly install such trash cans at WVPA's sole cost.
6. **TEMPORARY IMPAIRMENT:** Developer agrees that WVPA shall have the right to temporarily access and/or temporarily restrict access to a portion of the Premises to perform routine parking lot maintenance, provided that WVPA shall use commercially reasonable efforts to minimize any impairment of the Premises, including, without limitation, by limiting such impairment to times of day and days of the week that are not busy charging periods, and except in the case of snow removal, garbage collection or an emergency, WVPA shall provide Developer at least thirty (30) days advance written notice stating the date, time, duration and scope of the planned impairment.
7. **SIGNAGE:** Subject to applicable Laws, Developer shall install charging stall signage as defined by WVPA. Any material revisions or additions to the Signage shall be subject to WVPA approval, which shall not be unreasonably withheld, conditioned or delayed.
8. **DEFAULT:** Each of the following shall constitute an "Event of Default" under this Agreement:
 - a. **Breach:** The failure by either Party to perform or observe any material term or condition of this Agreement and such failure continues for a period of thirty (30) days after receipt of written notice thereof from the other Party, provided, however, that if the nature of such default is such that it cannot reasonably be cured within such thirty (30) day period and the defaulting Party commences to cure within the thirty (30) day period and proceeds with diligence and continuity, then such Party shall have additional time to cure as is reasonably required.
 - b. **Bankruptcy; Insolvency:** The appointment of a receiver or trustee to take possession of all or substantially all of the assets of Developer located at the Premises if possession is not restored to Developer within sixty (60) days; or a general assignment by Developer for the benefit of creditors; or any action or proceeding is

commenced by or against Developer under any insolvency or bankruptcy act, or under any other statute or regulation having as its purpose the protection of creditors and, in the case of actions filed against Developer, is not discharged within sixty (60) days.

9. **REMEDIES:** WVPA and Developer acknowledge and agree that each Party shall have all remedies available at law or in equity if an Event of Default by the other Party has occurred and is continuing. In addition, if an Event of Default by Developer has occurred and is continuing, then WVPA, may: (a) continue this Agreement in effect by not terminating Developer's right to possession of said Premises and thereby be entitled to enforce all WVPA's rights and remedies under this Agreement; or (b) bring an action to recover and regain possession of said Premises in the manner provided by the laws of eviction of the state where the Premises are located then in effect.
10. **ASSIGNMENT:** Developer shall not assign this Agreement voluntarily or by operation of law, or any right hereunder, nor sublet the Premises or any part thereof, without the prior written consent of WVPA, which shall not be unreasonably withheld, conditioned or delayed; provided that the foregoing prohibition shall not limit Developer's ability to transfer this Agreement to a Developer Affiliate. "Affiliate" of a Party is an entity that controls, is controlled by or is under common control with that Party, where "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, through ownership of voting securities, by contract or otherwise.
11. **INSURANCE:** During the Term, Developer shall maintain commercial general liability insurance with limits of not less than Two Million Five Hundred Thousand dollars (\$2,500,000) per occurrence and Four Million dollars (\$4,000,000) aggregate for combined single limit for bodily injury or third party property damage. The total limits above may be met by any combination of primary and excess liability insurance. A certificate evidencing such insurance shall be delivered to WVPA upon the execution of this Agreement and upon reasonable request by WVPA. Developer shall include WVPA as additional insured on its commercial general liability and, if applicable to meet limit requirements, umbrella and/or excess insurance policies, with respect to liability under this Agreement. Developer will maintain worker's compensation insurance in accordance with state and federal law. This requirement may be waived by Developer if Developer is a qualified self-insured in the state where the Premises are located. Insurance shall be maintained with responsible insurance carriers with a Best Insurance Reports rating of "A-" or better or through a formal self-insurance mechanism that has either (a) a Best Insurance Reports rating of "A-" or better; or (b) a financial size category of "VI" or higher, provided, that if such self-insurance program does not meet either (a) or (b), then Developer's use of self-insurance for the coverages herein shall be subject to WVPA's approval, not to be unreasonably withheld, conditioned, or delayed.
12. **FORCE MAJEURE:** If either Party's performance of its obligations under this Agreement is delayed by Force Majeure, then such Party's time of performance will be extended by a corresponding number of days. As used in this Agreement, "Force Majeure" means an act, event, condition or requirement beyond such party's reasonable control, including, without

limitation, labor disputes, governmental restrictions, natural disasters, fire, flood, inclement weather, supply chain disturbances or delays, pandemic, disease or other outbreak or public health crisis, inclusive of quarantine, shelter order or similar restrictions on employees or travel, declaration of national, regional or local state of emergency, explosion, embargoes, war, terrorism, civil disturbance or other similar events.

13. **COMPLIANCE WITH LAW:** Each Party shall comply with all applicable codes, laws and ordinances ("Laws") in fulfilling its respective obligations under this Agreement. Each Party represents that it is in good standing under the Laws of the state of its organization.
14. **GOVERNING LAW:** This Agreement shall be governed by the Laws of the state where the Premises are located.
15. **NON-DISCRIMINATION:** The Parties are against discrimination, harassment and unfair treatment of individuals, and therefore each Party agrees that it shall not discriminate against or segregate any person, or group of persons on account of sex, marital status, sexual orientation, gender identity, disability, race, age, color, religion, creed, veteran status, national origin or ancestry in the performance of their respective obligations in this Agreement, or knowingly permit any such practice by its agents, contractors or employees in connection with this Agreement that is in violation of applicable Laws.
16. **UPTIME:** Developer will be required maintain a minimum uptime of 85% during the contracted period of site operations. Uptime will be calculated monthly, by the Developer, and submitted to WVPA using the following equation:

$$\mu = ((525,600 - (T_{\text{outage}} - T_{\text{excluded}})) / 525,600) \times 100$$

where:

μ = port uptime percentage,

T_{outage} = total minutes of outage in previous year, and

T_{excluded} = total minutes of outage in previous year caused by the following reasons outside the charging station operator's control, provided that the charging station operator can demonstrate that the charging port would otherwise be operational: electric utility service interruptions, failure to charge or meet the EV charging customer's expectation for power delivery due to the fault of the vehicle, scheduled maintenance, vandalism, or natural disasters. Also excluded are hours outside of the identified hours of operation of the charging station.

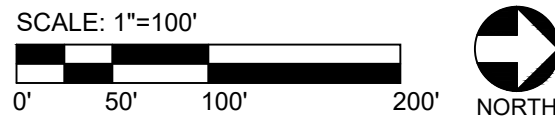
APPENDIX A

EV CHARGING LAYOUT - SCENARIO 1:
16 DC FAST CHARGING STALLS
 - 1 ADA ACCESSIBLE
 - 13 STANDARD STALLS
 - 2 PULL-THROUGH STALLS

TOTAL STALL LOSS: 1 STALL FOR ADA STALL

PROS:
 - CHARGING STALLS ONLY REQUIRE TWO CONDUIT RUNS

CONS:
 - PULL-THROUGH CHARGERS ARE USING 2 OF THE 5 PULL-THROUGH STALLS



Charging Legend

EV Charger Stall Number

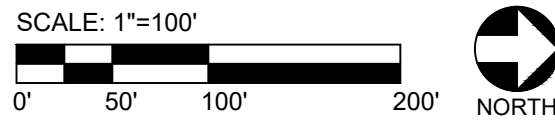
BECKLEY TRAVEL PLAZA - SITE PLAN RENDERING

EV CHARGING LAYOUT - SCENARIO 2:
16 DC FAST CHARGING STALLS
 - 1 ADA ACCESSIBLE
 - 13 STANDARD STALLS
 - 2 PULL-THROUGH STALLS

TOTAL STALL LOSS:
 - 1 STALL FOR ADA STALL
 - 2 STALLS FOR PULL-THROUGH STALLS

PROS:
 - ADA CHARGING STALL CLOSE TO BUILDING

CONS:
 - CHARGING STALLS ARE SPREAD OUT - LONG CONDUIT RUNS
 - MAY BE DIFFICULT FOR VEHICLES WITH TRAILERS TO GET TO PULL-THROUGH STALLS
 - CONDUIT UNDER CONCRETE SIDEWALK



Charging Legend
 # EV Charger Stall Number

BECKLEY TRAVEL PLAZA - SITE PLAN RENDERING

EV CHARGING LAYOUT - SCENARIO 1:
 12 DC FAST CHARGING STALLS
 - 1 ADA ACCESSIBLE
 - 9 STANDARD STALLS
 - 2 PULL-THROUGH STALLS

TOTAL STALL LOSS: 1 STALL FOR ADA STALL

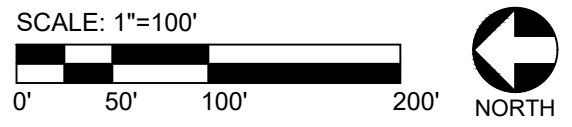
PROS:
 - CONDUIT IN GRASSED AREA

CONS:
 - PULL-THROUGH STALLS MAY IMPEDE SEMI TRAILER ACCESS
 - CHARGING STALLS ARE FAR FROM BUILDING



Charging Legend

EV Charger Stall Number

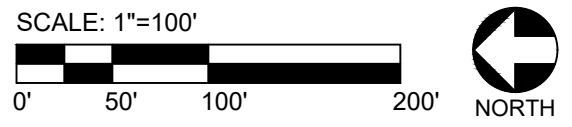
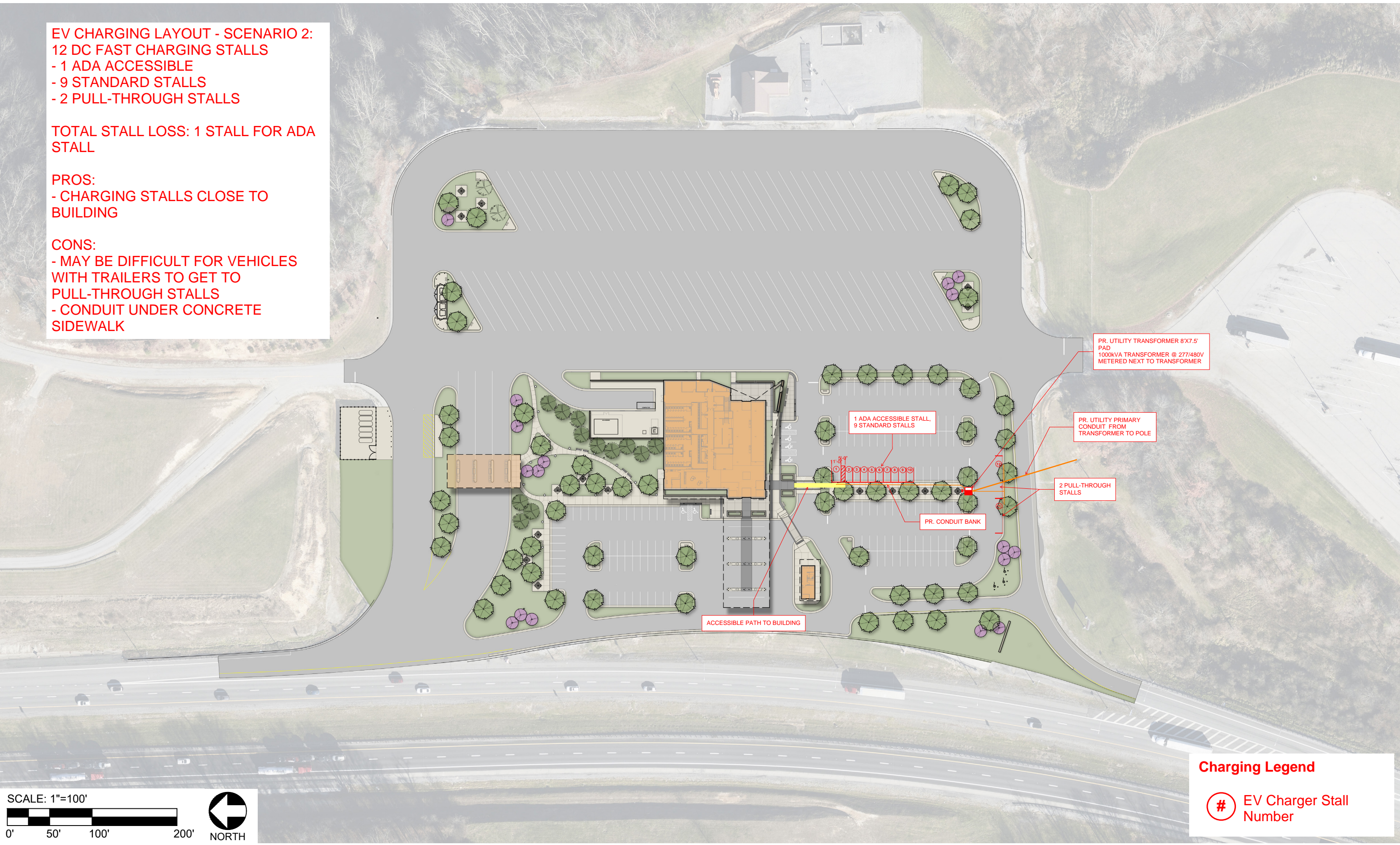


EV CHARGING LAYOUT - SCENARIO 2:
 12 DC FAST CHARGING STALLS
 - 1 ADA ACCESSIBLE
 - 9 STANDARD STALLS
 - 2 PULL-THROUGH STALLS

TOTAL STALL LOSS: 1 STALL FOR ADA STALL

PROS:
 - CHARGING STALLS CLOSE TO BUILDING

CONS:
 - MAY BE DIFFICULT FOR VEHICLES WITH TRAILERS TO GET TO PULL-THROUGH STALLS
 - CONDUIT UNDER CONCRETE SIDEWALK



Charging Legend

EV Charger Stall Number

BLUESTONE TRAVEL PLAZA - SITE PLAN RENDERING

- Option 1**
 12 DC Fast Charging Stalls
 - 2 ADA Accessible
 - 8 Standard
 - 2 Pull-Through

- Pros:**
 - Keeps all chargers in same area
 - Closest area to main building, best ADA accessibility

- Cons:**
 - Reduces stall count in area from 19 to 13 with 2 pull-through stalls and 2 ADA stalls for charging
 - Access to pull-through stalls not as ideal as option 2 or 3
 - Signage may direct EVs with trailers away from the area where they can charge

All Options:
 Signage needs to direct EVs with trailers to the correct location since moving N / S of the building after the initial decision will be difficult or impossible.

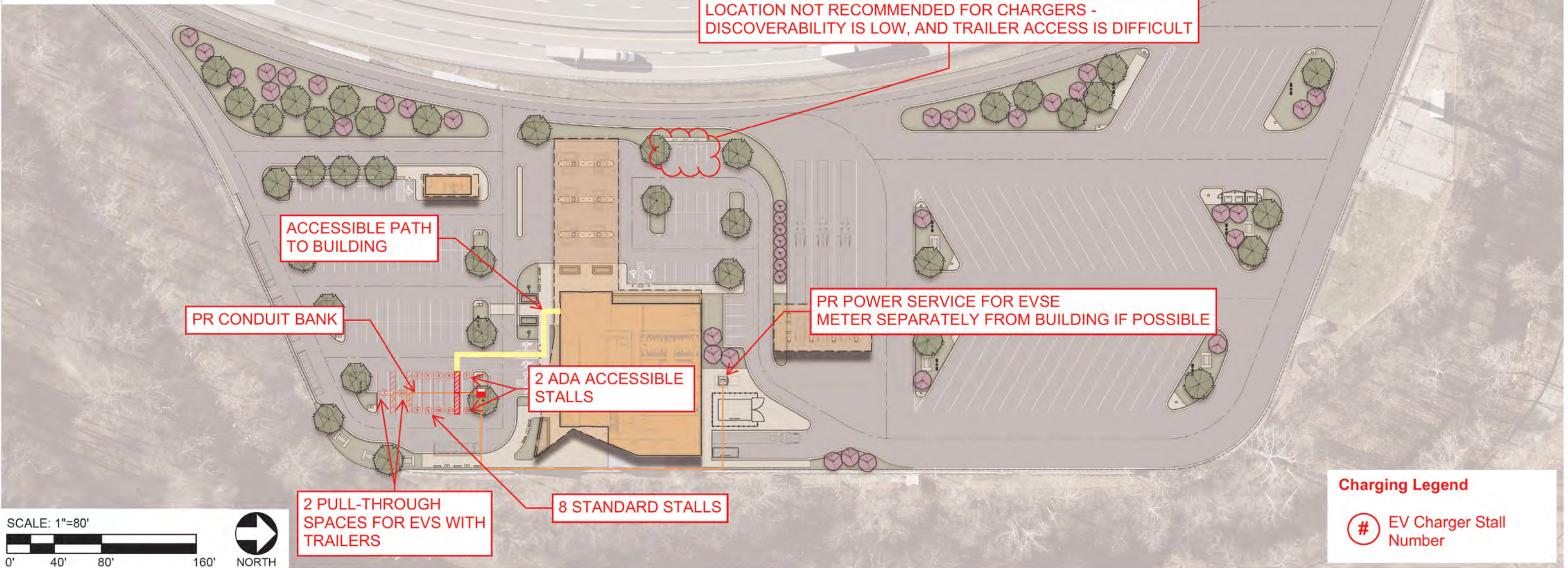
PARKING COUNTS

121 PARKING SPACES (+3)
 118 EXISTING SPACES

6 ADA PARKING SPACES (2 VAN)

3 BUS SPACES

40 TRUCK SPACES (+15)
 25 EXISTING SPACES



MORTON TRAVEL PLAZA - SITE PLAN RENDERING

Option 2
 12 DC Fast Charging Stalls
 - 1 ADA Accessible
 - 9 Standard
 - 2 Pull-Through

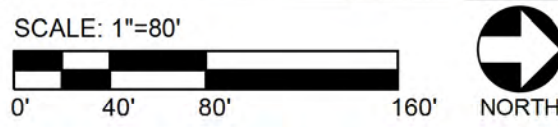
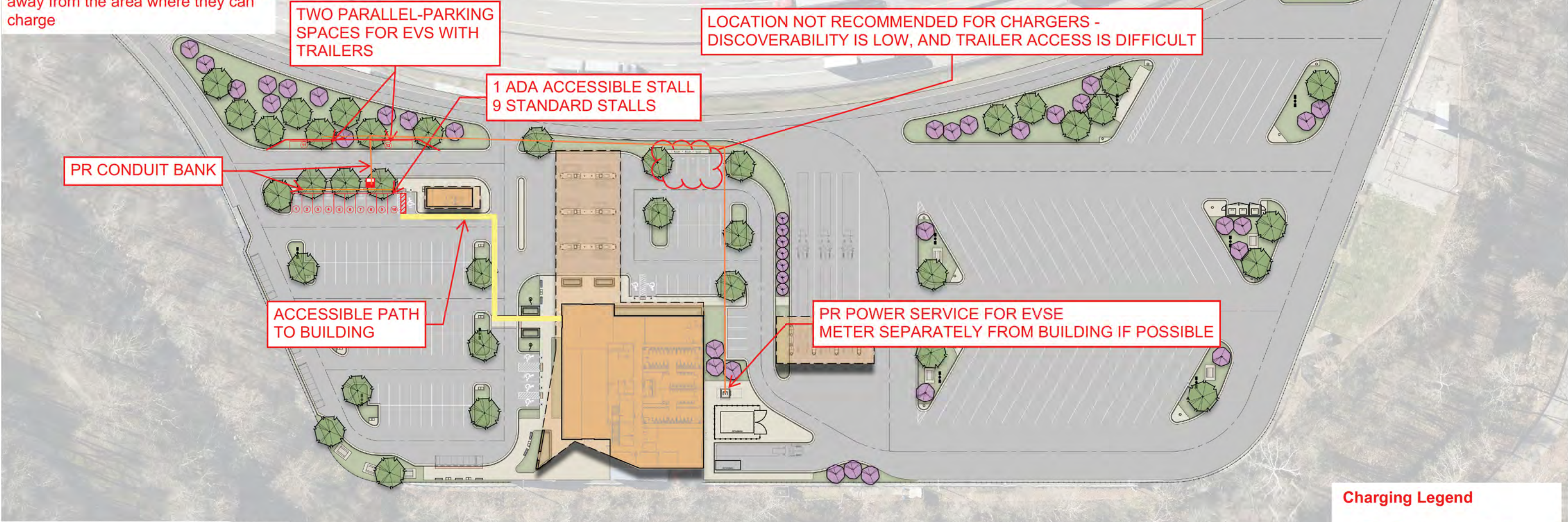
Pros:
 - Keeps all chargers in same area
 - Good visibility since right near exit for passenger cars
 - No existing parking stalls required for removal to fit charging stalls

Cons:
 - Parallel spaces near entrance could present safety issue
 - ADA charging space is far from amenities
 - Signage may direct EVs with trailers away from the area where they can charge

All Options:
 Signage needs to direct EVs with trailers to the correct location since moving N / S of the building after the initial decision will be difficult or impossible.

PARKING COUNTS

121 PARKING SPACES (+3)
118 EXISTING SPACES
6 ADA PARKING SPACES (2 VAN)
3 BUS SPACES
40 TRUCK SPACES (+15)
25 EXISTING SPACES



Charging Legend

EV Charger Stall Number

MORTON TRAVEL PLAZA - SITE PLAN RENDERING

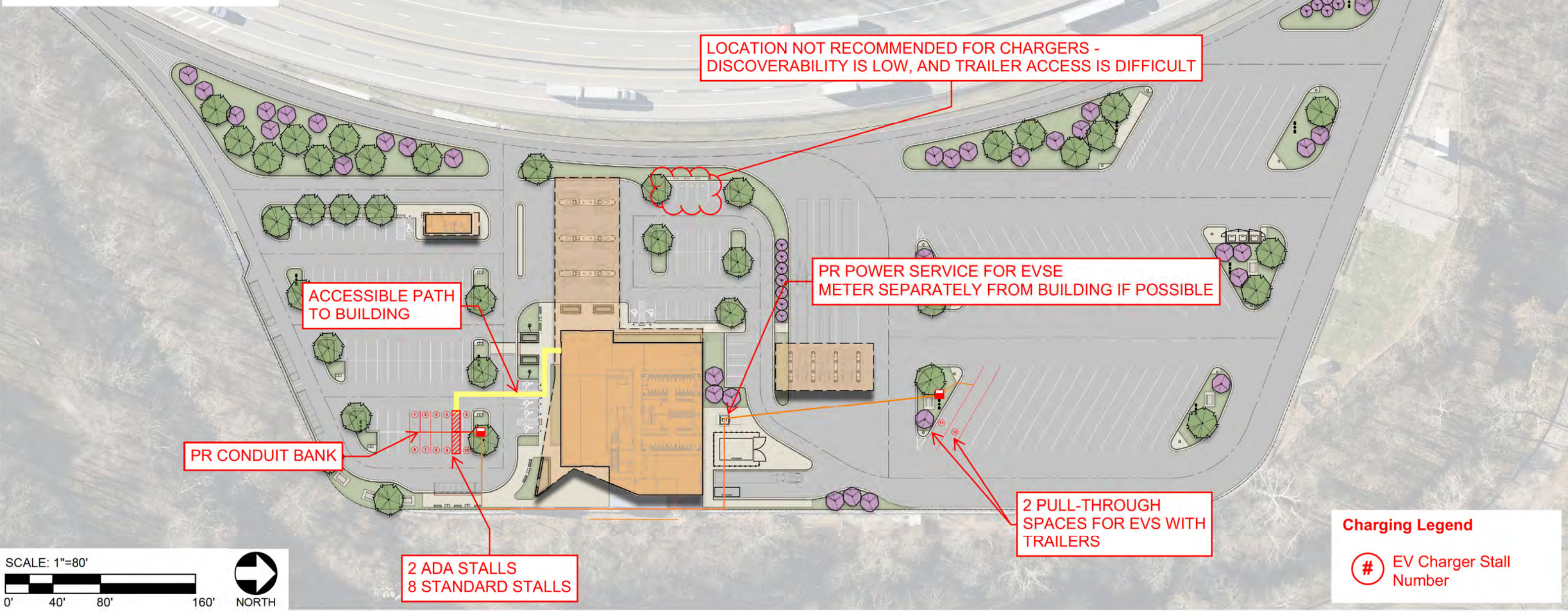
Option 3
 12 DC Fast Charging Stalls
 - 2 ADA Accessible
 - 8 Standard
 - 2 Pull-Through

Pros:
 - Better ADA access
 - Pull-through spaces located where signage may direct vehicles with trailers

Cons:
 - Chargers are spread out in two separate locations
 - Two standard stalls lost and two truck parking stalls lost

All Options:
 Signage needs to direct EVs with trailers to the correct location since moving N / S of the building after the initial decision will be difficult or impossible.

PARKING COUNTS
 121 PARKING SPACES (+3)
 118 EXISTING SPACES
 6 ADA PARKING SPACES (2 VAN)
 3 BUS SPACES
 40 TRUCK SPACES (+15)
 25 EXISTING SPACES



MORTON TRAVEL PLAZA - SITE PLAN RENDERING

APPENDIX B



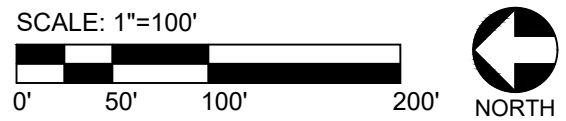
SCALE: 1"=100'
0' 50' 100' 200' NORTH

BECKLEY TRAVEL PLAZA - SITE PLAN RENDERING

West Virginia Travel Plazas

HNTB

September 8, 2022



BLUESTONE TRAVEL PLAZA - SITE PLAN RENDERING

PARKING COUNTS

121 PARKING SPACES (+3)
118 EXISTING SPACES

6 ADA PARKING SPACES (2 VAN)

3 BUS SPACES

40 TRUCK SPACES (+15)
25 EXISTING SPACES



SCALE: 1"=80'

0' 40' 80' 160'

NORTH

MORTON TRAVEL PLAZA - SITE PLAN RENDERING

APPENDIX C



West Virginia Parkways Authority
REQUEST FOR PROPOSALS

The West Virginia Parkways Authority will receive sealed proposals for the following:

ELECTRIC VEHICLE CHARGING STATIONS

Proposals will be received at the office of the WV Parkways Authority, Administration Building, 3310 Piedmont Rd., Charleston, WV until **3PM on June 27, 2024**. If proposals are mailed via the U. S. Postal Service regular mail, they must be addressed to the WV Parkways Authority, 3310 Piedmont Rd, Charleston, WV 25306. Faxed or emailed bids will not be accepted.

It shall be the bidders' responsibility to determine their method of transmittal such that their bids will arrive in the Authority's office prior to the scheduled bid opening. The Authority cannot waive or excuse late receipt of a proposal which is delayed and late for any reason. Late submissions will not be accepted and will remain unopened. Any proposal received after the proposal opening date and time will be immediately disqualified in accordance with applicable law and administrative rules and regulations applicable to the Authority. Changes to the Request for Proposal may be posted at any time to our website www.wvturnpike.com under the Purchasing tab. It is the Vendors responsibility to check the website. Any addendum issued must be signed and submitted with your RFP.

All proposals **must** be enclosed in a sealed envelope. The outside of the envelope must include the name and address of the proposer and clearly marked as follows:

Attn: Purchasing Department

RFQ: Electric Vehicle Charging Stations

Proposals Received:

Specifications are available at www.wvturnpike.com

The West Virginia Parkways Authority reserves the right to reject any and/or all proposals. Prospective vendors are responsible for all toll charges incurred while providing goods or services to the West Virginia Parkways Authority.

The WVPA is an Equal Opportunity Employer.

SECTION 1.0 INSTRUCTIONS TO VENDORS SUBMITTING BIDS: The attached documents contain a solicitation for proposals. Please read these instructions and all documents in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's proposal. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of such Vendor's proposal.

1.1 Questions

All questions must be submitted in writing. Questions regarding this RFP should be directed to Rakesh Nune, rnune@hntb.com. Deadline to submit written questions: May 22, 2024 by 4PM. Non-written discussions, conversations, or questions and answers regarding this solicitation are preliminary in nature and are nonbinding. Submitted emails should have the proposal solicitation name in the subject line. Only information issued in writing and added to the Solicitation by an official written addendum is binding. Bid Submission page, Bid Pricing Page, Purchasing Affidavit and 2nd Addendum to Master Service Subscription Agreement must be submitted with the Vendors RFQ bid proposal.

1.2 Registration

Prior to contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division www.wvoasis.gov, WV Secretary of State, WV State Tax Department, as applicable, and any other entities as necessary. Each of these entities has different fees that may be applicable to their respective registration requirements.

1.3 Purchasing Affidavit

Vendors are required to sign, notarize and submit the Purchasing Affidavit stating that neither the Vendor nor related parties owe a debt to the State in excess of \$1,000.00. **The affidavit must be submitted with the Vendor's proposal.** A copy of the Purchasing Affidavit is included herewith.

1.4 Traditional Vendor Preference: Vendors that meet certain requirements are entitled to a price preference when bidding on 1) motor vehicles and 2) construction and maintenance equipment and machinery used in highway and other infrastructure projects. Vendors must request the preference in writing at the time of bid submission and provide (at the time of bid submission) all documentation necessary to prove its entitlement to the preference requested to be eligible. This preference is applied by increasing the bids of other vendors in comparison with the preference recipient.

1.5 Reciprocal Preference: The state of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W.Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. In order to receive the reciprocal preference, vendors must identify themselves as a West Virginia vendor, provide (at the time of bid submission) all documentation required by W. Va. CSR § 148-1-6.4.d.1. to prove its status as a resident of West Virginia, and request in writing (at the time of bid submission) that reciprocal preference be applied. The required documentation must include, but is not limited to:

- A. A Certificate of Good Standing from the West Virginia Tax Division;
- B. Documentation filed with the Secretary of State showing the state of incorporation, the address of all officers, the corporate headquarters, the address of the principal place of

business, and other pertinent information. Entities not required to file with the Secretary of State may provide an affidavit confirming that the headquarters or principal place of business is in West Virginia, along with a copy of a utility bill in the name of the business entity;

- C. A copy of the most recent personal property tax ticket showing taxes have been paid; and
- D. D. An affidavit confirming that the business entity has paid all applicable business taxes imposed by Chapter 11 of the West Virginia Code.

1.6 SWAM Preference: A non-resident vendor certified as a small, women owned, or minority-owned (SWAM) business, pursuant to W. Va. Code § 5A-359, shall be provided the same preference made available to any resident vendor. The SWAM rules found in W. Va. § 148 C.S.R. 22-9 further explain that a non-resident SWAM business will receive the highest preference made available to a resident vendor in the solicitation for which the SWAM business has submitted a bid. In order to obtain this preference, however, a non-resident SWAM business must identify itself as such in writing with the bid and must be properly certified under the rules governing certification pursuant in W. Va. § 148 C.S.R. 22-1 et seq.

SUBMISSION PAGE

ELECTRIC VEHICLE CHARGING STATIONS

BID PROPOSALS RECEIVED June 27,2024 AT 3PM

Vendor will submit a detailed quote sheet that includes furnish, deliver and install

SUBMITTED BY:

COMPANY NAME _____

ADDRESS _____

PHONE NUMBER _____

FAX NUMBER _____

EMAIL ADDRESS _____

COMPANY CONTACT _____

SIGNATURE _____

VENDOR REGISTRATION NUMBER _____

(www.wvoasis.gov)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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 exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

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 _____

Purchasing Affidavit (Revised 01/19/2018)

^D ADDENDUM TO MASTER SERVICE SUBSCRIPTION AGREEMENT

STATE AGENCY: WEST VIRGINIA PARKWAYS AUTHORITY
VENDOR:
COMMODITY:

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** – Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety
3. **GOVERNING LAW** – The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State’s governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.
6. **INTEREST** – Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** – Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** – Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** – Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, or individual, or any other party are deleted.
10. **SIMILAR SERVICES** – Any provisions limiting the Agency’s right to obtain similar services or equipment in the event of default of non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** – The Agency recognizes an obligation to pay attorney’s fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** – Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** – The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor’s liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** – Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** – Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** – Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** – Any provision requiring the Agency to purchase insurance for Vendor’s property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** – Any provision for repossession or equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** – Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** – Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** – All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
WEST VIRGINIA PARKWAYS AUTHORITY,
an agency of the State of West Virginia

VENDOR

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the West Virginia Parkways Authority.
2. The Authority may accept or reject in part, or in whole, any proposal.
3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division and The Authority's purchasing rules.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required registration fee.
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, if applicable, will be granted upon written request in accordance with the West Virginia Code.
8. Agencies of The State of West Virginia are exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Authority's Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the vendor.
10. The laws of the State of West Virginia and the Legislative Rules shall govern all rights and duties under the Contract, including without limitation the validity of this Contract.
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, this Contract may be deemed null and void, and terminated without further order.
13. HIPAA Business Associate Addendum - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the RFP forms provided by the Authority.
2. SPECIFICATIONS: Services offered must be in compliance with the provisions of the RFP. Any deviations must be clearly indicated by the proposer in the proposal. Alternates offered by the proposer as EQUAL to those specified in the RFP must be clearly defined. The Authority, because of the unique nature of the services to be provided under the RFP, may decide not to accept EQUAL services under the RFP. A proposed offering an alternate should attach complete specifications and literature to the proposal. The Purchasing Director may waive minor deviations to certain requirements.
3. Complete all sections of the proposal form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. PROPOSAL SUBMISSION: All quotations must be delivered by the proposer to the office listed prior to the date and time of the proposal opening. Failure to deliver the proposal on time will result in disqualifications.

Rev. 12/28/16

WV PARKWAYS AUTHORITY
Purchasing Department