

# West Virginia Parkways Authority

## **REQUEST FOR QUOTATIONS**

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

## **Standard Utility Body (1)**

Proposals will be received at the office of the WV Parkways Authority, Administration Building, 3310 Piedmont Rd., Charleston, WV until <u>2PM on Thursday, February 24<sup>th</sup>, 2022</u>. If proposals are mailed via the U. S. Postal Service regular mail, they must be addressed to the WV Parkways Authority, P. O. Box 1469, Charleston, WV 25325. This mail is picked up by the Authority once a day between 7:00 and 8:00 a.m. However, Drop-Off, Express Mail One Day Service, Federal Express, United Parcel Service (UPS), etc. must be delivered /sent to the West Virginia 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 Quotation may be posted at any time to our website <u>www.wvturnpike.com</u> under the Purchasing tab. It is the Vendors responsibility to check the website. Any addendum issued must be signed and submitted with your RFQ.

All proposals **<u>must</u>** 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: Standard Utility Body (1) (Chelyan)

### **Bid Opening Date: 2/24/22**

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 RFQ should be directed to Margaret Vickers, Director of Purchasing, Phone 304 926-1900, fax 304 926-1909 or email: <u>mvickers@wvturnpike.com</u>. Deadline to submit written questions: Tuesday, February 22<sup>nd</sup>, 2022 by 12 noon EST. 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.

## **1.2 Registration**

Prior to contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division <u>www.wvoasis.gov</u>, 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.

## WEST VIRGINIA PARKWAYS AUTHORITY MAINTENANCE DIVISION

#### **PROCUREMENT SPECIFICATIONS**

#### **Standard Utility Body**

#### Units: One (1)

#### 1.0 PURPOSE

These specifications describe a Utility Body, (hereinafter referred to as "unit") to be purchased by the West Virginia Parkways Authority (hereafter referred to as Authority); define the provisions to be contained in proposals for the sale of said unit to the Authority; establish a schedule for delivery; and establish criteria for gauging the compliance of the bidder to these specifications. The WV Parkways Authority is requesting a price for a gasoline engine and a price for a diesel engine.

### 2.0 **BIDDING PROCEDURES**

- **2.1** The current purchasing procedures regarding bidding as established by the Authority shall apply.
- **2.2** Bidders shall return an original set of these specifications along with three (3) copies with all information provided, as requested herein.
- **2.3** Bidders must indicate comply or non-comply for each specification described in Sections 5.0 and 6.0. The unit must meet the specification fully in order to be marked "comply". All non-comply answers are to be fully explained on a separate sheet to be attached to the bidder's proposal.
- **2.4** Specifications marked "MANDATORY" must be complied with exactly. Any unit(s) proposed that do not exactly comply with "MANDATORY" specifications will not be considered.
- **2.5** FAILURE TO PROVIDE THE INFORMATION REQUESTED IN SECTION 2.3 MAY BECAUSE TO REJECT THE BID.
- **2.6** It may be determined by the Authority that non-compliance with a unit specification not marked MANDATORY does, or does not, reduce the quality and performance of the affected unit below an acceptable level.
- **2.7** Bidders may submit additional manufacturer's literature and information pertinent to their proposal.
- **2.8** Bidders may submit more than one proposal if different unit models are to be offered.
- **2.9** Any and all questions pertaining to these specifications or this procurement process must be in writing and submitted to:

Margaret Vickers, Director of Procurement West Virginia Parkways Authority P.O. Box 1469, Charleston, WV 25325 Phone: (304) 926-1900 Email: <u>mvickers@wvturnpike.com</u>

## 3.0 CONDITION OF UNITS UPON DELIVERY

- **3.1** The unit shall arrive at the prescribed delivery point having been completely pre-serviced with oil, lubricants, coolant, and tire pressure; with all equipment completely assembled, installed and operating as designed; and all required adjustments and corrections made to make the unit immediately ready for its designed and continuous operation. All prescribed precautions pertaining to first operations and break-in of the unit shall be posted conspicuously on the unit for ready observance by the operator.
- **3.2** Upon delivery, the Authority will perform a complete inspection of the unit to assure that it meets the Authority's specifications or accepted alternatives. Final processing for payment may not be initiated until the unit is certified to meet specifications and the operator's, service, parts manuals, and the application for <u>Certificates of Origin or Title are received</u>.

## 4.0 AWARD CRITERIA

- **4.1** It is the Authority's intent to open this procurement to a wide audience of bidders. The specifications outlined herein are desirable specifications' describing a unit that the Authority feels best meets its needs. However, the Authority will consider any reasonable alternates to the specifications if the bidder can demonstrate that the proposed alternate is comparable in performance, quality, and functionality.
- **4.2** The Authority intends to request a bidder to conduct a demonstration of the proposed unit under actual operational conditions. If so, the bidder will have 15 days from notice to conduct such demonstration. Failure to provide a demonstration may be cause for rejection of bids.
- **4.3** THE AUTHORITY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS OR TO WAIVE ANY NON-CONSEQUENTIAL IRREGULARITIES OR INFORMALITIES IN PROPOSALS RECEIVED. THE AUTHORITY RESERVES THE RIGHT TO ACCEPT THE PROPOSAL THAT WILL, IN THE AUTHORITY'S JUDGMENT, BEST SERVE THE INTEREST OF THE AUTHORITY REGARDLESS OF WHETHER SUCH PROPOSAL IS THE LOWEST COST SUBMITTED. THIS DEMO WILL SERVE TO VERIFY THAT THE UNIT MEETS THE REQUIRED SPECIFICATIONS AND WILL HELP DETERMINE THE TYPE OF UNIT THAT BEST MEETS THE AUTHORITY'S NEEDS.

#### 5.0 GENERAL SPECIFICATIONS

### 5.1 IDENTIFICATION OF THE UNIT BEING PROPOSED

The bidder shall identify the unit by manufacturer, model, series and year of manufacture, so as to enable identification by the Authority in the manufacturer's sales literature on the proposed unit. The bidder shall submit complete descriptive literature showing that the proposed unit is the manufacturer's most current model, including latest engineering improvements, which have been, or shall imminently be, regularly advertised and sold on the open market. The description of the unit shall also be sufficient to assure the Authority that specifications will be met without improvising, modifying, or augmenting a basically standard unit beyond those variations contained in the manufacturer's regularly advertised specifications.

#### 5.2 DELIVERY POINT AND DELIVERY SCHEDULE

Delivery point of completely assembled unit will be the West Virginia Parkways Authority, 265 Neptune Drive Beckley, WV 25801 within one hundred and fifty (150) calendar days after the date of the purchase agreement, by the successful bidder. Marking "comply" to this specification indicates that the bidder <u>WILL</u> deliver the unit in one hundred and fifty (150) days. If the unit is not delivered within one hundred and fifty (150) days, or alternate days proposed, the Authority has the right to: (1) cancel the award and negotiate with the second highest ranked bidder; or (2) assess a liquidated damages penalty against any successful bidder that fails to deliver the unit within the specified time period of \$25.00 per day for each day beyond the specified deadline for delivery. Any delays occasioned by forces outside the control of bidder will be taken into consideration by the Authority when assessing any penalty.

### OPERATING AND SERVICE MANUALS AND PARTS 5.3 LITST

One (1) operator manuals or CD shall be included with the unit upon delivery. In addition, there shall be a total of one (1) service, and one (1) part's manuals included with the total delivery.

5

Non Comply Comply

Non Comply Comply

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## Non Comply Comply

### 5.4 MANUFACTURER'S WARRANTY AND SERVICE POLICY

The manufacturer's standard warranty or service policy is to apply to the unit. Such warranty or service policy is to be recognized at any authorized unit dealer, representing manufacturer of proposed unit throughout the State of West Virginia. The applicable warranty or service policy shall not be contingent upon obtaining routine service lubrication and servicing of the unit from a factory-authorized agency. It shall be the responsibility of the bidder to make available all replacement parts, components, and materials found to be defective under the terms of the warranty, and without cost to the Authority. The unit shall be accompanied upon delivery by the unit manufacturer's properly executed warranty or service policy. Unit shall be warranted against manufacturing defects for not less than twelve (12) months from date of delivery and shall include other warranty requirements specified in Section 6.

	Non
Comply	Comply

### 5.5 PARTS AND SERVICE DISCOUNTS

The bidder shall specify the amount of discount it will grant to the Authority on parts and labor for the first year that the Authority has the unit in operation. Discount on labor should be that allowed on the usual and normal shop rate charged to retail customers for the same type of work done. Discount on parts should be that percentage granted on manufacturer's list price.

Discount on labor: \_\_\_\_\_

Discount on Parts: \_\_\_\_\_

All parts and accessories advertised and regularly supplied as standard shall be included, except those which would represent duplication of these specifications and except those which, by specification, are not to be furnished. All standard safety features, required by federal and state law, shall be included. Where applicable, tire and rim dimensions, design, and safety standards shall conform to the latest Tire and Rim Association specifications. Pneumatic tires shall conform to the latest federal specifications concerning the interest of public safety.

6.0	STANDARD UTILITY BODY	Comply	Non Comply
6.0.1	White paint to match truck with canopy roof with tapered sides, rear step bumper with single stage automotive urethane based.		
6.0.2	Bumper to be painted as a separate item to assure all of the surfaces are painted/body to be painted on sawhorses or body supports before mounted on truck cab (truck chassis is not to be in paint booth during painting process.) Body can only be finished painted after all equipment has been fitted to body/no mounting holes may be drilled after painted.		
6.1	MAIN BODY		
6.1.1 6.1.2	107" Minimum length x 94" wide maximum x 40" vertical compartment height x 20" deep compartments x 54" wide floor. Standard shelving package with adjustable shelves and dividers.		
0.1.2	Standard sherving package with adjustable sherves and dividers.		
6.1.3	Galvanized steel body shell.		
6.1.4	Aluminum fuel fill cup		
6.1.5	1-Class "V" hitch 2.5 receiver 18,000 max trailer weight/bolted to truck frame using $4 - 5/8$ grade 8 bolts each side.		
6.1.6	Safety chain D Chains		
6.1.7	*7-way trailer plug		
6.1.8	2" receiver bushing		
6.1.9	Rear mud flaps		
6.2	CANOPY AND DOORS		
6.2.1	Stainless steel rotary paddle door latches.		
6.2.2	Stainless steel piano type continuous door hinges and hinge pins.		
6.2.3	Spring loaded door retainers on vertical doors.		
6.2.4	Automotive bulb type door seals attached in door jams		

6.2.5	Master locking manual bar lock system for each side of body 8" standard rear steps bumper with galvanized grip surface and center recess/back splash must be bolted to rear body compartment back panels and rear body cross member for added support.	 
6.2.6	Canopy roof with tapered sides permanently welded to utility body tops and seam sealed 73" overall interior height floor to ceiling, overall canopy width 94" /2 welded fixed full length shelves each side /50" above top of body. Double rear vertical doors 67.8" high door opening	 
6.2.7	Body and canopy must completely immersion electro deposition factory primer.	 
6.3	WIRING AND LIGHTING	
6.3.1	1-oval recessed LED amber strobe lights in (2) front and (2) rear top panel of canopy roof/ LED amber strobe lights built into utility body taillights.	 
6.3.2	1-mount truck and chassis factory backup camera behind rear bumper for protection of camera.	 
6.3.3	LED stop, turn, tail, backup lights, amber strobe lights.	 

## **BID SUBMISSION PAGE**

## STANDARD UTILITY BODY (1) (Chelyan)

#### BID OPENING 2/24/22 AT 2PM

TOTAL COST
SUBMITTED BY:
COMPANY NAME
ADDRESS
PHONE NUMBER
FAX NUMBER
EMAIL ADDRESS
COMPANY CONTACT
SIGNATURE
VENDOR REGISTRATION NUMBER

## 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 exceed 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		

Purchasing Affidavit (Revised 01/19/2018)

#### 2<sup>ND</sup> 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. **<u>DISPUTES</u>** 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. <u>GOVERNING LAW</u> 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.
- <u>PAYMENT</u> –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.
- <u>INTEREST</u> 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. <u>STATUTE OF LIMITATION</u> 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. <u>SIMILAR SERVICES</u> 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. <u>FEES OR COSTS</u> 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.
- <u>ASSIGNMENT</u> 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. <u>LIMITATION OF LIABILITY</u> 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. <u>**RIGHT TO TERMINATE**</u> 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. <u>TERMINATION CHARGES</u> 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. <u>**RENEWAL**</u> Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
- 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. <u>**RIGHT TO NOTICE**</u> Any provision for repossession or equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
- **19.** <u>ACCELERATION</u> Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
- 20. <u>CONFIDENTIALITY</u> 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. <u>AMENDMENTS</u> 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:

	VIRGINIA PARKWAYS AUTHORITY, ency of the State of West Virginia	VENDO	R
		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.

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

<sup>2.</sup> 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.

<sup>3.</sup> Complete all sections of the proposal form.

<sup>4.</sup> Unit prices shall prevail in cases of discrepancy.