



West Virginia Parkways Authority

REQUEST FOR QUOTATIONS

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

Labor & Materials – Installation and Removal of (9) Commercial Garage Doors and Openers

Proposals will be received at the office of the WV Parkways Authority, Administration Building, 3310 Piedmont Rd., Charleston, WV until **2PM on Wednesday, July 13th, 2022.** 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 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 RFQ.

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: Labor & Materials-Installation and Removal of (9) Commercial Garage Doors and Openers

Bid Opening Date: 7/13/22

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: mvickers@wvturnpike.com. Deadline to submit written questions: Monday, July 11th, 2022 by 12pm 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 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, womenowned, 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.

REQUEST FOR QUOTATION

Labor & Materials – Removal and Installation of (9) Commercial Garage Doors and Openers

The West Virginia Parkways Authority is soliciting bids to furnish all labor and materials required to install (9) new Commercial Garage doors with Openers and the removal of existing garage doors with openers at Beckley Maintenance Truck Bays, 201 Pikeview Dr. Beckley, WV.

West Virginia Code 21-1D-5 provides that: any solicitation for Public Improvement Construction Contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit of compliance with the bid. The enclosed Drug-Free Workplace Affidavit must be signed and submitted with the bid as evidence of the Vendor's compliance with the provisions of the Article 1D, Chapter 21 of the West Virginia Code. Failure to submit the signed Drug-Free Workplace Affidavit with the bid shall result in disqualification of such bid.

Notice to Proceed: Work on this contract is to commence within 30 calendar days after the notice to proceed is received and must be completed by **October 31, 2022**. Unless otherwise specified, the fully executed purchase order will be considered notice to proceed.

Cancellation: The Director of Purchasing reserves the right to cancel this contract immediately upon written notice to the vendor if the materials or workmanship supplied are of an inferior quality or do not conform to the specifications of the bid and contract herein.

Wage Rates: The Contractor or Subcontractor shall pay the higher of the U.S. Department of Labor Minimum Wage Rates as established for Raleigh County, Pursuant to West Virginia Code 21-5A, et, seq. (Prevailing Wage Rates apply to this project).

LICENSE AND CERTIFICATIONS

Compliance with Laws and Regulations: The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or municipal laws, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract shall be borne by the Vendor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

INSURANCE & LICENSE REQUIREMENTS

Insurance: Successful vendor shall furnish proof of coverage of commercial general liability insurance prior to issuance of the contract. Unless otherwise specified in the bid documents, the minimum amount of insurance coverage required in \$2,000,000.00.

Worker's Compensation: Successful vendor will be required to provide proof of Worker's Compensation Insurance.

Bonds: The successful bidder shall also furnish a performance bond and labor/material bond for 100% of the amount of the contract. Bonds may be provided in the form of credit, or bond furnished by a solvent surety company authorized to do business in the State of West Virginia. A letter of credit submitted in lieu of a bond will only be allowed for projects

under \$100,000.00. Cashier check or business checks are not acceptable in lieu of the performance bond or labor and material bond.

Contractor's License: West Virginia State Code 21-11-2 requires that all persons desiring to perform contracting work in this state must be licensed. The West Virginia Contractors Licensing Board is empowered to issue the Contractor's License. Applications for a Contractor's License may be made by contacting the West Virginia Division of Labor. The successful bidder will be required to furnish a copy of their Contractors License prior to issuance of a purchase order.

In accordance with the **Code of State Rules** 148 CSR 6.1.7, the vendor must be licensed and in good standing with any and all state and local law and requirements, including proper registration with the Secretary of State's office, if applicable.

ADDENDA

If it becomes necessary to revise any part of this RFQ, an official written addendum will be issued by the Director of Purchasing. Addendums will be posted to the Authority's website www.wvturnpike.com. Changes to original bidding document may be posted to this web page at any time. It is the bidder's responsibility to check back daily to see if any addenda have been posted.

All addenda should be formally acknowledged by all bidders and submitted with their bid response. It is hereby understood that failure to confirm the receipt of the addendum(s) may be cause for rejection of the bids.

STATEMENTS AND COMMITMENTS

The vendor must clearly understand that any verbal representation made or assumed to be made during any oral discussion held between the vendor's representative and any Authority personnel is not binding. Only the information issued in writing and added to the RFQ by an official written addendum is binding.

EXCEPTIONS

If the vendor takes exception to any of the specifications, scope of work, or terms and conditions outlined herein, he is to identify such exceptions on a separate page, marked "Exceptions". The Authority will consider said exceptions when it evaluates the bids.

PURCHASING AFFIDAVIT

Purchasing Affidavit: *West Virginia Code §5A-3-10a* requires that all bidders submit an affidavit regarding any debt owed to the State. The affidavit must be signed and submitted prior to award. It is preferred that the affidavit be submitted with the proposal.

AWARD CRITERIA

The Authority will consider multiple providers for this purchase, however, the Authority reserves the right to award the contract to only one provider or make no award if it is in the best interest of the Authority.

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.

SPECIFICATIONS

STEEL SECTIONAL OVERHEAD DOORS AND COMMERCIAL OPERATORS

PART 1- GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Electrically operated steel sectional overhead doors.
 - 2. Operating hardware, controls, and supports.
 - 3. Commercial door operators
- B. Related Sections:
 - 1. Division 1: Administrative, procedural, and temporary work requirements.

1.2 REFERENCES

- A. ASTM International (ASTM) A653/A653M-03 - Standard Specification for Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.

1.3 SYSTEM DESCRIPTION

- A. Design doors to withstand:
 - 1. Positive and negative design wind loads in accordance with Building Code.
 - 2. Cycle life of 100,000 minimum cycles.
- B. Operation: Electric.
- C. Track and Operating Hardware: Standard lift with 15" radius type.
- D. Door Operators: ½ hp; 120 V; Trolley type

1.4 SUBMITTALS

- A. Submittals for Review:
 - 1. Shop Drawings: Indicate opening dimensions and required tolerances, connection details, anchorage spacing, hardware locations, and installation details.
 - 2. Product Data: Provide information on component construction, anchorage method, and hardware.
- B. Closeout Submittals:
 - 1. Operation and Maintenance Data.

1.5 WARRANTIES

- A. Provide manufacturer's (2) two-year warranty against defects in materials and workmanship.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Documents are based on Model 3220 by C.H.I. Overhead Doors and Model T by Liftmaster.
- B. Substitutions: Equivalent product will be acceptable.

2.2 MATERIALS

- A. Galvanized Steel Sheet:
 - 1. ASTM A653/A653M, Structural Quality, G60 coating class.
- B. Glazing: Clear 1/4 inch tempered glass.

2.3 COMPONENTS

- A. Door Sections:
 - 1. Type: Deep ribbed, pan style.
 - 2. Material: Galvanized steel.
 - 3. Gauge: 20.
 - 4. Thickness: Nominally 2 inches.
 - 5. Rails: Tongue-and-groove.
 - 6. End caps: Wrap-around box style, 18 Gauge galvanized steel, full height of section, riveted to inside rails and face of door.
 - 7. Vision lites:
 - a. Rectangular, 6 x 24 inches, set with silicone sealant and screws.
 - b. Pattern: 24 wide x 6 high, 1 row of vision lites.
- B. Tracks:
 - 1. 3 inches wide, roll-formed 11-Gauge galvanized steel, with galvanized steel mounting brackets.
 - 2. Lower track sections adjustable for weathertight fit.
 - 3. Horizontal tracks reinforced with minimum 11-Gauge galvanized steel angle according to door weight and size.
 - 4. Bracket mount 15" radius reverse clip angle.
- C. Hinge and Roller Assemblies: Heavy duty hinges and adjustable roller holders of 11-gauge galvanized steel, with floating hardened steel bearing rollers, located at top and bottom of each panel, each side.

- D. Spring Counterbalance:
 - 1. Oil tempered torsion springs mounted on cross-header shaft supported by galvanized steel ball bearing end plates and center carrier brackets as required.
 - 2. Counterbalance transferred to doors via aircraft quality braided steel lift cables.

- E. Bottom Weatherstripping: Vinyl weather seal, full width of door.

- F. Head and Jamb Weatherstripping: Flexible one piece vinyl extrusions.

- G. Lock: None

- H. Electric Operator:
 - 1. Model: T.
 - 2. Operation: Trolley.
 - 3. Drive type: V-belt primary reduction.
 - 4. Voltage Connection: Single Phase: 120V
 - 5. Mounting: Ceiling.
 - 6. Disconnect for manual operation: Quick disconnect door arm.
 - 7. Rated duty cycle: Maximum 25 cycles per hour and 90 cycles per day.
 - 8. Meet UL 325.
 - 9. Motor: Listed by Underwriters Laboratories, ½ hp.
 - 10. Enclosure: NEMA 1.
 - 11. Travel rate: 11 to 12 inches per second.
 - 12. Radio receiver: Logic 5.0 on-board; accept Security+ rolling code technology remote controls and trinary DIP switch remote controls.
 - 13. Internet connectivity: 50 channel FHSS myQ technology.
 - 14. Control station: Three push button type in NEMA 1 enclosure.
 - 15. Remote controls: Three button DIP.
 - 16. Track: Dual L-rail trolley track
 - 17. Power supply: 120 VAC, single phase.
 - 18. Motor: ½ hp
 - 19. Sufficient power to operate door at average speed of 12 inches per second.
 - 20. Disconnect for manual push-up operation in case of power failure.
 - 21. Control station: 24 VDC; push button station marked OPEN, CLOSE, and STOP.

- I. Safety Device: Photoelectric sensor; detect obstruction and reverse door without requiring door to contact obstruction.

- J. Finish:
 - 1. Exterior panel surfaces: Baked-on enamel primer and polyester finish coat, White color
 - 2. Interior panel surfaces: Baked-on polyester primer.

PART 3- EXECUTION

3.1 REMOVAL

- A. Remove existing door openers, controls, track etc.
- B. Remove existing doors, track, etc. and dispose of properly.

3.2 INSTALLATION

- A. Install door assembly in accordance with manufacturer's instructions.
- B. Anchor to adjacent construction without distortion or stress.
- C. Securely brace door tracks suspended from structure. Secure tracks to structural members only.
- D. Fit and align door assembly including hardware, level and plumb, to provide smooth operation.
- E. Position head and jamb weatherstripping to contact door sections when closed; secure in position.
- F. Install door operator and controls.
- G. Make wiring connections between power supply and operator and between operator and controls.

3.3 ADJUSTING

- A. Adjust to operate smoothly throughout full operating range.

SUMMATION

Door sizes shown are approximate. Bidders are encouraged to make an appointment to view the project and to take their own measurements.

Contractor will be responsible for removing old doors and openers and dispose of properly.

The bidder must include product specifications and warranty information in their bid response. Failure to provide the information requested herein may be cause to reject the bid.

Project will need to be completed in coordination with facility hours of operation.

All bidders must contact the Facilities Superintendent, Steve Martin at 304 256-6685 to make an appointment to view project location and to take measurements.

BID SUBMISSION PAGE

Labor & Materials – Installation and Removal of (9) Commercial Garage Doors and Openers

Bid Opening: 7/13/22

ITEM	QTY	UNIT	DESCRIPTION	COST EACH	TOTAL COST
1	9	14'2" x 14' Approximate	20-gauge uninsulated commercial doors. Hot dipped galvanized steel coating with 1 row of 6" x 24" window lites. 3" 11-gauge track systems with reverse clip angle mount brackets. 3" rollers and double end styles, 15" radius standard lift. Door: White in color		
2	9		½ hp single phase Trolley door openers with commercial photo eyes.		
3	1		Labor		
4	1		Freight		
FOB: BECKLEY, WV			TOTAL COST - FREIGHT MUST BE INCLUDED IN PRICING		

SUBMITTED BY:

COMPANY NAME _____

ADDRESS _____

PHONE NUMBER _____

FAX NUMBER _____

EMAIL ADDRESS _____

COMPANY CONTACT _____

VENDOR REGISTRATION NUMBER _____

(See <http://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)

2ND 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: _____

DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF _____

COUNTY OF _____, TO-WIT:

I, _____, after being first duly sworn, depose and state as follows:

1. I am an employee of _____; and,
(Company Name)

2. I do hereby attest that _____
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with
West Virginia Code §21-1D-5.

The above statements are sworn to under the penalty of perjury.

(Company Name)

By: _____

Title: _____

Date: _____

Taken, subscribed and sworn to before me this _____ day of _____.

By Commission expires _____

(Seal)

(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

Rev March 2009

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The Authority may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 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 will be granted upon written request in accordance with the West Virginia Code.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the Legislative Rules shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/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 quotation forms provided by the Authority.
2. SPECIFICATIONS: Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Director may waive minor deviations to specifications.
3. Complete all sections of the quotation 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. BID SUBMISSION: All quotations must be delivered by the bidder to the office listed prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

Rev. 9/25/07

WV PARKWAYS AUTHORITY
Purchasing Department