EXPRESSION OF INTEREST

The West Virginia Parkways Authority is soliciting sealed Expression(s) of Interest (EOI) from qualified firms to provide engineering services for the following:

TECHNICAL CONSULTING SERVICES FOR ROADSIDE AND BACK OFFICE TOLL SYSTEM UPGRADE

The expression of interest shall include a statement of qualifications and performance data and may include anticipated concepts and proposed methods of approach to the project. Expressions of Interest will be received at the office of the West Virginia Parkways Authority, Administration Building, 3310 Piedmont Road, Charleston, WV until 2:00 p.m. on Tuesday, March 19, 2019.

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. The Authority picks up this mail 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 Road, Charleston, WV 25306-6633. Faxed or emailed proposals will not be accepted.

It shall be the proposers’ responsibility to determine their method of transmittal such that their proposals will arrive in the Authority’s office at least 5 minutes prior to the scheduled proposal opening. Changes to the EOI may be posted at any time to our website www.wvturnpike.com under the Purchasing pages. It is the Proposer’s responsibility to check our website for any addenda to the EOI. Any addendum issued must be signed and submitted with your EOI. All proposals must be enclosed in a sealed envelope bearing the name and address of the proposer and must be clearly marked as follows:

Attn: Purchasing Dept
EOI: TOLL SYSTEM CONSULTANT
Proposal Due Date: 3/19/19

The complete solicitation is available at www.wvturnpike.com.

The 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.
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EXPRESSION OF INTEREST

TECHNICAL CONSULTING SERVICES FOR ROADSIDE AND BACK OFFICE TOLL SYSTEM UPGRADE

PART 1  GENERAL INFORMATION

1.1 Purpose:
The Purchasing Department of the West Virginia Parkways Authority ("Authority") is soliciting Expression(s) of Interest (EOI) (hereinafter referred to as the “Expression” or “Expressions” or “EOI”) from qualified firms to provide engineering services as defined in Section two (2) and three (3).

1.2 Project:
The purpose of this project (the “Project”) more fully described in Sections 2 and 3 is to develop a strategic plan (the “Strategic Plan”) to guide the Authority with respect to its Roadside and Back Office Toll Collection System Upgrade (“TCS”) including an analysis of its current system, operating environment, system needs, and recommended upgrade features and staffing requirements. The selected consultant will design and prepare detailed TCS specifications, and prepare related Requests for Proposal (“RFP”) for technical and price proposals from qualified integrators interested in providing toll system design, integration and implementation services for toll collection system replacement or upgrade. The consultant will provide senior level proposal development and review and assist in selection of a TCS vendor. The consultant will assist with project start-up management and close out, provide vendor supervision and liaison services and direct firsthand inspection of the installation, integration, operation, and maintenance of the TCS including oversight and verification of systems tests, reports, and related documentation and training of Authority staff.

1.3 Format:
This EOI has four parts. “Part 1” contains general information, terms and conditions; “Part 2” describes the background and working environment of the Project; Part 3 is a statement of the specifications for the services requested pursuant to this EOI, contractual requirements, and special terms and conditions; and Part 4 explains the required format of the proposers response to the EOI, the evaluation criteria the Authority will use in evaluating the proposals received and how the evaluation will be conducted.

1.4 Inquiries:
Additional information inquiries regarding this EOI must be submitted in writing to the Authority with the exception of questions regarding proposal submission, which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.16. All inquiries of specification clarification must be addressed to:

Margaret Vickers
Director of Purchasing
Phone: (304) 926-1900 x2314
mvickers@wvturnpike.com

No proposing firm or anyone on such firm’s behalf is permitted to make any contact whatsoever with any member of the evaluation committee. Violation may result in rejection of that proposer’s EOI. The Director named above is the sole contact for any and all inquiries after this EOI has been released.
1.5 Vendor Registration:
Proposing firms participating in this process should complete and file a Vendor Registration and Disclosure Statement (Form WV-1) and remit the registration fee. Proposing firms are not required to be a registered vendor in order to submit an EOI, but the successful firm must register and pay the fee prior to the issuance of an actual contract and provide satisfactory written evidence of such successful registration to the Authority in a timely manner.

1.6 Oral Statements and Commitment:
Proposing firms must clearly understand that any verbal representations made or assumed to be made during any oral discussions held between firm’s representatives and any Authority personnel are not binding. Only the information issued in writing and added to the Expression of Interest specifications file by an official written addendum is binding.

1.7 Economy of Preparation:
The EOI should be prepared simply and economically, to provide a straightforward, concise description of each proposing firm’s abilities to satisfy the requirements of the EOI. Emphasis should be placed on completeness and clarity of content.

1.8 Labeling of the Sections:
The response sections should be labeled for ease of evaluation.

1.9 Submission:
1.9.1 The Authority requires that each original Expression be submitted to the Purchasing Department. All copies to the Purchasing Department must be submitted at least five (5) minutes prior to the date and time stipulated as the opening date. All Expressions will be date and time stamped upon arrival in the Purchasing Department.

1.9.2 Proposing firms mailing Expressions should allow sufficient time for mail delivery to ensure timely arrival. The Purchasing Department CANNOT waive or excuse late receipt of an Expression which is delayed and late for any reason according to West Virginia State Code §5A-3-11. Any EOI received after the proposal opening time and date will be immediately disqualified in accordance with State law and the Legislative Rule 148-CSR-1.

Submit: One (1) original plus five (5) convenience copies to:

Margaret Vickers
Director of Purchasing
West Virginia Parkways Authority
3310 Piedmont Road
Charleston, WV 25306

The outside of the envelope or package(s) should be clearly marked: TOLL SYSTEM CONSULTANT

1.10 Rejection of Expressions
The Authority shall select the most qualified proposer according to §5G-1-3 of the West Virginia State Code. However, the Authority reserves the right to accept or reject any or all Expressions and to reserve the right to withdraw this request for Expression of Interest at any time and for any reason. Submission of, or receipt by the Authority of expressions, confers no rights upon any proposing firm nor obligates the Authority in any manner.
1.11 **Incurring Costs**
Neither the Authority nor any of its employees or officers shall be held liable for any expenses incurred by any firm responding to this EOI for any expenses including but not limited to preparation, delivery, or attendance at any interviews.

1.12 **Addenda**
If it becomes necessary to revise any part of this EOI, the Authority will issue an official written addendum to all potential firms of record or with which it has had contact with regard to this EOI.

1.13 **Independent Price Determination**
A contract will not be considered for award if the negotiated price was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to prices with any competitor and in accordance with the applicable provisions of West Virginia Code 5G-1-3.

1.14 **Price Quotations**
No “price” or “fee” quotation is requested nor is any permitted in any submission of a proposal in response to the EOI.

1.15 **Public Record**

1.15.1 **Submissions Are Public Record**
All documents submitted to the Authority related to solicitations anticipated to lead to a contract award are considered to be public records unless the submitting vendor identifies trade secrets as being involved. All EOI’s submitted by firms shall become public information and are available for inspection during normal official business hours in the Purchasing Department after the award of the contract is final.

1.15.2 **Written Release of Information**
All public information may be released with a properly specific written request identifying the information sought, however, only a written request will be acted upon. Duplication fees shall apply to all requests for copies of any document. Currently the fees are $0.50/page.

1.15.3 **Risk of Disclosure**
The exemptions to disclosure of information are listed in West Virginia State Code §29B-1-4. Primarily, any trade secrets as submitted by a proposer and identified as such, are exempt from public disclosure. The submission of any information to the Authority by a firm puts the risk of disclosure on the firm. The Authority does not guarantee non-disclosure of any information to the public.

1.16 **Schedule of Events:**
- Release of the EOI……………………………………………………February 12, 2019
- Proposing firm’s Written Questions Submission Deadline………………March 5, 2019 4PM
- Response to Questions/Addendum Issued…………………………March 12, 2019
- Expressions of Interest Proposal Due Date…………………………March 19, 2019
- Estimated Date for Interviews………………………………………………April 2, 2019

1.17 **Mandatory Pre-Proposal Conference:**
No mandatory pre-proposal conference will be held with respect to this solicitation.

1.18 **Bond Requirements:**
No bonding requirements will be required for the proposal. Refer to Section 3.3.1 for further bonding requirements.
1.19 Purchasing Affidavit:
West Virginia State Code §5A-3-10a (3) (d) requires that all firms submit an Affidavit regarding any debt owed to the State of West Virginia or to this Authority and licensing and confidentiality certifications. The Affidavit must be signed and submitted prior to award. It is preferred that the Affidavit be submitted with the EOI.

PART 2 OPERATING ENVIRONMENT

2.1 Location:
The Authority’s headquarters, toll systems operation center and customer service center are located at 3310 Piedmont Road, Charleston, West Virginia. Toll plaza operations are described below.

2.2 Background:
The West Virginia Turnpike is an 88-mile toll road extending from Charleston to Princeton, West Virginia. The Turnpike uses a toll barrier system with three mainline toll plazas strategically located along the corridor. There are 18 entrance-exit ramps from the Turnpike serving local traffic. All ramps are toll-free except for the U.S. Route 19 interchange just north of Beckley that also maintains a toll barrier facility. The two northern mainline barriers have 10 lanes each and the southernmost barrier has 12 lanes. The northern plazas are equipped with some reversible lanes. Also, some temporary tandem tollbooths are now being used at Toll Plazas “A”, “B” and “C” to relieve congestion during peak holiday periods. The Corridor “L” (U.S. Route 19) Toll Plaza has three toll lanes in each direction. Four of these lanes have automatic coin machines that can be operated unmanned with “EXACT CHANGE” signs displayed.

The Authority uses a nine-category toll classification system and rate structure, based upon number of axles and height of vehicle.

The WV Turnpike processes 44% of toll transactions and collects 50% of toll revenue with the E-ZPass system. All toll plaza lanes have E-ZPass capability and can be manned by Toll Collectors.

The Authority is a Full Member Agency of the E-ZPass Group which develops guidelines for and facilitates the electronic collection of tolls among at least 27 toll agencies from 16 states in the Eastern and Midwest portions of the U.S.

The Parkways Authority’s Administrative Headquarters houses the Customer Service Center to store and distribute transponders, manage and process toll accounts and host a back office system for computer data and hardware.

PART 3 PROCUREMENT SPECIFICATIONS

3.1 General Requirements:
The general nature and scope of the Project is as set forth in Section 3.2. It is not possible to set forth the precise scope of this Project. The Authority expects, however, that the Consultants responding to this EOI will possess demonstrable experience in projects of this nature and must understand the general scope of the Project.

Those Consultants invited to submit proposals in response to the EOI should prepare a Statement of Qualifications (“SOQ”) that is concise and which shall include an explicit response to the eight (8) items listed below:
1) Organization: Specify the number of professional personnel by discipline that will perform the bulk of the work.

2) Project Manager: Designate the Project Manager who will be committed to the Project along with a summary of his/her experience on similar projects.

3) Key Staff Assignments: List the professionals who will be given key Project responsibilities and summarize their experience on similar projects. Resumes may be used as an optional means to describe experience.

4) Quality Control: Describe the specific program devised for providing technical direction and administrative control to assure conformance to industry-accepted standards of quality.

5) Proposed Sub Consultants: Specify the portion or portions and percentage of the work to be subcontracted, the qualifications of the proposed sub consultants, and proposer’s prior experience with each.

6) Technical Approach: Show an evolutionary outline of the tasks anticipated in the performance of the Work described in Section 3.2.

7) Proposed Schedule: Provide a bar chart schedule indicating the final completion dates of all tasks described in the proposer’s technical approach based on a start date of approximately May 1, 2019.

8) Experience with Transportation Authorities: List all work performed for the Authority over the last ten (10) years, and provide any additional relevant experiences working with any other toll authorities, and the status of all work currently in progress.

3.2 Project Description:
The Selected Consultant shall develop a Strategic Plan to guide the future direction and potential expansion of the Authority’s Toll Collection System (“TCS”).

The scope of services for the TCS Strategic Plan consists of three (3) primary tasks:

**TASK 1: DOCUMENT EXISTING SYSTEM PROBLEMS, GOALS, AND OBJECTIVES AND IDENTIFY AND EVALUATE ALTERNATE TOLL COLLECTION SYSTEMS**

This Project will be guided by a TCS Advisory Committee, composed of managers/representatives from different departments within the Authority. As one of the first steps, the Consultant will coordinate with the Authority to identify appropriate personnel to make up the TCS Advisory Committee. The TCS Advisory Committee will serve to focus the TCS planning issues for the Authority. Overall, the TCS Advisory Committee will assure: 1) that the needs and concerns for all affected operations of the Authority are identified and addressed; 2) that all potential institutional issues relevant to implementation are identified; and 3) that effective cooperation and coordination occur during the development and implementation of the Strategic Plan.

The TCS Advisory Committee will meet with the Consultant as needed during the course of the Project. During these meetings, the TCS Advisory Committee will review the Consultant’s progress and findings, and provide input into and guidance for the preparation of the Strategic Plan. The first meeting of the TCS Advisory Committee shall be scheduled after issuance of the Notice to Proceed. This meeting will help to develop a consensus on a pathway forward for future efforts to upgrade and
possibly expand the TCS by the Authority. Members of the TCS Advisory Committee will identify current problems, issues and needs, and assist in prioritizing TCS goals.

Specific TCS-related objectives will be formulated based on the Advisory Committee’s participant’s discussions and the identified TCS goals.

As part of this task, the Consultant shall initiate the inventory, inspection and review of the existing TCS to determine its components and available resources. The inventory will provide information about the system with respect to its physical infrastructure, control environment and operational issues.

The Consultant shall identify and evaluate alternative toll collection systems. One option may include upgrades of the existing TCS. The comparison of a new or replacement TCS, or upgrade of the existing TCS, will be based upon, but not necessarily limited to an analysis of capital costs for implementation of these systems, issues concerning the migration from the existing TCS to the new system, operating and maintenance costs, improvements required to existing turnpike infrastructure, their associated capital costs and a time frame for deployment.

All of the information obtained from Task 1 will be summarized in a Task 1 Interim Report/ Strategic Plan. This Report shall describe the existing TCS, including in-lane and data processing procedures and equipment. The report will define the current TCS-related functions including concerns and benefits of the existing system. Finally, the Report shall define the TCS goals and objectives that will be used to guide the remainder of the consultant’s work. The “TCS Report” will document the results of TCS equipment options and recommendations for operations and maintenance for each system shall be developed. Deployment time frames shall be identified along with cost estimates.

Deliverable 1: TCS Strategic Plan Report (To assist the Authority in improving its toll collection operational efficiency and accuracy and at the same time allow it to better serve its toll patrons.)

TASK 2: SPECIFICATIONS, PLANS, AND PROGRAMS

After completing the Strategic Plan, the selected consultant will assist the Authority with the production of a TCS specification document that includes performance objectives including system accuracy, auditing requirements, tag interoperability and other performance measures and parameters. The consultant will develop conceptual design plans addressing toll plaza physical plant and system hardware and software.

The consultant will: (1) identify scheduling requirements for the issuance of an RFP; (2) prepare a RFP to solicit services to implement the Project; (3) develop criteria to be used in the evaluation of the proposals; (4) evaluate and make recommendations relative to issues generated during the review of proposals submitted; and (5) assist in the selection of the successful proposal.

Deliverable 2: TCS Specifications, Request for Proposal and Evaluation/Selection of Successful Proposal

TASK 3: PROJECT IMPLEMENTATION AND EQUIPMENT INSTALLATION

This task will include inspection and services needed for the installation of equipment including system testing oversight of system front-end and electronic toll and traffic maintenance system, lane equipment, signage, enforcement system, communication systems and back-end including audit and customer service. Further assistance will be required with respect to personnel training associated with efforts of the consultant team.
3.3 **Special Terms and Conditions:**

3.3.1 **Performance Bond will not be required.**

3.3.2 **Insurance Requirements:** General Liability Insurance with a limit of $1,000,000 per occurrence and $2,000,000 annual aggregate; Automobile Liability Insurance (Symbol1) with a combined single limit of $1,000,000 for each person injured including fatal injuries and $1,000,000 for each accident or incident; Worker’s Compensation Insurance in accordance with statutory requirements and Employers’ Liability Insurance with a limit of $1,000,000 per occurrence; Professional Liability Insurance with a limit of $1,000,000 per claim and annual aggregate.

3.4 **General Terms and Conditions:**

By signing and submitting the EOI, the successful firm agrees to be bound by all the terms contained in Section Three (3) of this EOI.

3.4.1 **Conflict of Interest:**

Each responding firm must affirm that its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict with or compromise in any manner or degree the performance or its services hereunder. Each firm must further covenant that in the performance of the contract, such firm shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Authority.

3.4.2 **Prohibition Against Gratuities:**

Each responding firm warrants/will warrant that it has not employed any company or person other than a bona fide employee working solely for the firm or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract. For breach or violation of this warranty, the Authority shall have the right to annul any existing contract or refuse to award the contract to the reporting responder without liability at its discretion, and/or to pursue any other remedies available under the contract or by law.

3.4.3 **Certifications Related to Lobbying:**

Each firm certifies or will certify that no federal appropriated funds or any funds from any other source have been paid or will be paid, by or on behalf of the company or an employee thereof, or any individual to any person or entity for purposes of influencing or attempting to influence any officer or employee of any governmental entity in connection with the awarding of this contract. If such firm shall discover a violation of the prohibition, it shall complete and submit to the Authority a disclosure form to report the lobbying.

Each responding firm agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts)) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance will be placed when the contract is made and entered into.

3.4.4 **Vendor Relationship:**

The relationship of the successful responding firm to the Authority shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or
created by the parties to the contemplated contract. Such firm is an independent contractor and is solely liable for the acts and omissions of its employees and agents.

Such firm shall be independent from the system vendors chosen to do the toll system upgrade.

The successful consulting firm shall be responsible for selecting, supervising and compensating all individuals employed pursuant to the terms of this EOI and resulting contract. Neither that firm nor any employees or contractors of that firm shall be deemed to be employees of the Authority for any purposes whatsoever.

The successful consulting firm shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation/benefit plans, including but not limited to Workers’ Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

The successful consulting firm shall indemnify and hold harmless the Authority, its members, employees, agents and attorneys and shall provide the Authority and all others named with a defense against all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns.

The successful consulting firm shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Authority.

3.4.5 Indemnification:
Each responding firm agrees to indemnify, defend and hold harmless the Authority, its officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contemplated contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the firm, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use of disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; and (3) Any failure of the firm, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws. The terms of this indemnification shall not be limited by the limits of any insurance in place under the contemplated contract.

3.4.6 Contract Provisions:
After the most qualified firm is identified, and fee negotiations are concluded, a formal contract document will be executed between the Authority and the firm. The order of precedence is the contract, the EOI and the firm’s response to the EOI.

3.4.7 Governing Law:
The laws of the State of West Virginia shall govern this contract. The successful consulting firm further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations (Federal, State or Local Government).
3.4.8 Compliance with Laws and Regulations:
Such firm shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

Such firm shall pay any applicable sales, use, or personal property taxes arising out of the contract between itself and the Authority and the transactions contemplated thereby. Any other taxes levied upon the said contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the contractor. It is clearly understood that the Authority is exempt from any taxes regarding performance of the scope of work of the said contract.

3.4.9 Subcontracts/Joint Ventures:
The Authority will consider such firm to be the sole point of contact with regard to all contractual matters. The firm may, with the prior written consent of the Authority, enter into written subcontracts for performance of work under this contract; however, the firm is totally responsible for payment of all subcontractors.

3.4.10 Term of Contract:
The contemplated contract will be effective (date set upon award) and shall extend until the scope of work is complete or for one (1) consecutive twelve (12) month period. The contract may be renewed upon mutual consent for two (2) consecutive one (1) year periods or until such reasonable time as may be necessary to obtain a new contract or to complete the work contemplated by the terms of the contract.

3.4.11 Non- Appropriation of Funds:
If the Authority has not allotted funds in any subsequent fiscal year for the continued use of the service covered by the contemplated consulting contract, the Authority may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Authority shall give the firm written notice of such non-allocation of funds as soon as reasonably possible. No penalty shall accrue to the Authority in the event this provision is exercised.

3.4.12 Contract Termination:
The Authority may terminate any contract resulting from this EOI immediately at any time the firm with whom it has the contract fails to carry out its responsibilities or to make substantial progress under the terms of this EOI and resulting contract. The Authority shall provide the firm with advance notice of performance conditions which are endangering the contract’s continuation. If after such notice the firm fails to remedy the conditions contained in the notice, within the time contained in the notice, the Authority may issue the firm an order to cease and desist all work immediately.

The Authority shall be obligated only for services rendered and accepted prior to the date of the notice of termination. The contract may also be terminated upon mutual agreement of the parties with ninety (90) days prior written notice.

3.4.13 Changes:
If changes to the original contract become necessary, a formal contract change order will be required. Prior to any work contemplated by the change order being performed, the change order must be negotiated, approved by the Authority and the firm, reduced to writing and signed by both parties. An approved contract change order is defined as one approved by the Authority prior to the effective date of such amendment. NO CHANGE SHALL BE IMPLEMENTED BY THE FIRM UNTIL THE FIRM RECEIVES AN APPROVED WRITTEN CHANGE ORDER.
3.4.14 Invoices, Progress Payments, & Retainage:
The successful firm shall submit invoices, in arrears, to the Authority at the address contained in the
terms of the contract and labeled “Invoice To” pursuant to the terms of the contract. Progress payments
may be made at the option of the Authority based on percentage of work completed if so defined in the
final contract. Any provision for progress payments must also include language for a minimum
retainage until the final deliverable is accepted.

3.4.15 Liquidated Damages:
According to West Virginia State Code §5A-3-4(8) and all rules promulgated pursuant to such code
section, the successful consultant agrees that liquidated damages shall be imposed for failure to provide
deliverables at the agreed upon date identified in the final contract. This clause shall in no way be
considered exclusive and shall not limit the Authority’s right to pursue any other additional remedy to
which the Authority may have legal cause for action including further damages against the firm.

3.4.16 Record Retention (Access & Confidentiality):
The successful firm shall comply with all applicable Federal and State of West Virginia rules and
regulations and requirements governing the maintenance of documentation to verify any cost of
services or commodities rendered under this contract by the said firm. The firm shall maintain such
records a minimum of seven (7) years and make available all records to Authority personnel at firm’s
location during normal business hours upon written request by the Authority within ten (10) days after
receipt of the request.

PART 4  EVALUATION & AWARD

4.1 Evaluation and Award Process:
Expressions of Interest will be evaluated and awarded in accordance with §5G-1-3 “Contracts for
architectural and engineering services; selection process where total project costs are estimated
to cost $250,000 or more.”

“In the procurement of architectural and engineering services for projects estimated to cost $250,000
or more, the director of purchasing shall encourage firms engaged in the lawful practice of the
profession to submit an expression of interest, which shall include a statement of qualifications and
performance data, and may include anticipated concepts and proposed methods of approach to the
project. All jobs shall be announced by public notice published as a Class II legal advertisement in
compliance with the provisions of §59-3-1 et seq. of this code. A committee of three to five
representatives of the agency initiating the request shall evaluate the statements of qualifications and
performance data and other material submitted by interested firms and select three firms which, in their
opinion, are best qualified to perform the desired service: Provided, That if such circumstances exist,
such that seeking competition could result in a compromise to public safety, significantly increase
costs, or an extended interruption of essential services, the agency may, with the prior approval of the
director of purchasing, select a firm on the basis of previous satisfactory performance and knowledge
of the agency’s facilities and needs: Provided, however, That on projects funded, wholly or in part, by
School Building Authority moneys, in accordance with §18-9D-15 and §18-9D-16 of this code, two of
said three firms shall have had offices within this state for a period of at least one year prior to
submitting an expression of interest regarding a project funded by School Building Authority moneys.
Interviews with each firm selected shall be conducted and the committee shall conduct discussions
regarding anticipated concepts and proposed methods of approach to the assignment. The committee
shall then rank, in order of preference, no less than three professional firms deemed to be the most
highly qualified to provide the services required, and shall commence scope of service and price
negotiations with the highest qualified professional firm for architectural or engineering services or
both. Should the agency be unable to negotiate a satisfactory contract with the professional firm
considered to be the most qualified, at a fee determined to be fair and reasonable, price negotiations
with the firm of second choice shall commence. Failing accord with the second most qualified professional firm, the committee shall undertake price negotiations with the third most qualified professional firm. Should the agency be unable to negotiate a satisfactory contract with any of the selected professional firms, it shall select additional professional firms in order of their competence and qualifications and it shall continue negotiations in accordance with this section until an agreement is reached: Provided further, That county boards of education may either elect to start the selection process over in the original order of preference, or it may select additional professional firms in order of their competence and qualifications, and it shall continue negotiations in accordance with this section until an agreement is reached: And provided further, That for any water or wastewater construction project the engineering design and construction inspection costs may not exceed the amount calculated pursuant to the compensation curves for consulting engineering services based upon project construction costs published by the American Society of Civil Engineers manual of practice, unless granted a variance by the Infrastructure and Jobs Development Council established pursuant to §31-15A-1 et seq. of this code.”

4.2 Assigned Point Values:
The evaluation criteria and assigned point values are as follows:

Once the SOQ’s received from Consultants have been reviewed, they shall be evaluated and ranked by an Evaluation Committee consisting of members of the Authority’s Staff. If the Evaluation Committee considers it necessary, any responding consultant may be required to answer concerns or provide clarification to their EOI submission. The Authority reserves the right to reject any and all Expressions of Interest, to require amendments or clarifications of SOQ’s and to meet individually or collectively with Consultants that have responded. The ranking of all Consultants shall be made on the basis of the SOQ submitted and all other information available to the Authority. Statements of qualifications submitted in response to this solicitation will be evaluated based upon the following criteria:

1) A Statement of the Responding Consultant’s understanding of the scope of the Project and capabilities to perform the requirements of this solicitation and a narrative of how the Consultant intends to perform each of the tasks set forth in Section 3.2 of this solicitation, as well as any supporting information supplied to demonstrate such understanding of the requirements.

2) Experience in the specific field that is the subject of this Solicitation.

3) Qualifications of the individuals to be assigned to the project.
The evaluation criteria shall be based on a total of 100 points. The evaluation criteria and assigned point values are as follows:

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Point Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Understanding of the project scope</td>
<td>20</td>
</tr>
<tr>
<td>Approach to performance of each task</td>
<td>25</td>
</tr>
<tr>
<td>Experience in the specific field</td>
<td>10</td>
</tr>
<tr>
<td>Experience of key individuals</td>
<td>15</td>
</tr>
<tr>
<td>Oral Presentation</td>
<td>30</td>
</tr>
<tr>
<td>Maximum score</td>
<td>100</td>
</tr>
</tbody>
</table>

Following the ranking of the SOQ’s submitted, up to three (3) Responding Consultants may be requested to make a presentation to the Authority’s Evaluation Committee. Following the presentations, a “Scope of Services” meeting will be held and fee negotiations will commence with the top-ranked Consultant. Following this meeting, that Consultant shall submit to the Authority the hourly rate classification for all permanent employees expected to work on the Project and the maximum amount payable for Tasks 1 and 2 of the Project as described in Section 3.2.

_______________________________
Gregory C. Barr, General Manager
EXPRESSION OF INTEREST
WEST VIRGINIA PARKWAYS AUTHORITY
TECHNICAL CONSULTING SERVICES FOR ROADSIDE AND BACK OFFICE
TOLL SYSTEM UPGRADE
PROPOSAL FORM INFORMATION

Vendor Name:

Address:

City: State: ZIP:

Vendor Phone:

Vendor Fax:

Contact Person Name:

Phone:

E-Mail Address:

Addenda to this EOI we have received and reviewed (list): No.(s):

I. TRANSMITTAL INFORMATION

By submission of this Proposal Form, the vendor hereby covenants and agrees:

1. that the person signing this Proposal Form and/or submitting this Proposal Form is authorized to bind the vendor to this proposal;

2. the vendor specified in this proposal shall comply with all the requirements in the EOI.

Any exception to the terms and conditions of the EOI and any addenda thereto must be submitted with this proposal as an attachment.
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 repayment 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: ____________________________________________ Date: __________________________

Authorized Signature: ____________________________________

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)
Disclosure of Interested Parties to Contracts

Pursuant to W. Va. Code § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of $100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

"Interested party" or "Interested parties" means:

(1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;

(2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and

(3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education; Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

Revised October 7, 2017
Disclosure of Interested Parties to Contracts
(Required by W. Va. Code § 6D-1-2)

Contracting Business Entity: __________________________ Address: __________________________

Authorized Agent: __________________________ Address: __________________________

Contract Number: __________________________ Contract Description: __________________________

Governmental agency awarding contract: __________________________

☐ Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract
   ☐ Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)
   ☐ Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)
   ☐ Check here if none, otherwise list entity/individual names below.

Signature: __________________________ Date Signed: __________________________

Notary Verification

State of __________________________, County of __________________________:

I, __________________________, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this __________ day of __________, 20__.

______________________________
Notary Public’s Signature

To be completed by State Agency:

Date Received by State Agency: __________________________
Date submitted to Ethics Commission: __________________________
Governmental agency submitting Disclosure: __________________________

Revised October 7, 2017
GENERAL TERMS & CONDITIONS

REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP) AND EXPRESSIONS OF INTEREST (EOI)

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 EOI 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
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** - Any references to prepayment are deleted. Payment will be 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 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, 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 or 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 proper insurance upon request.

18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right to 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 the 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: ____________________________

Title: ____________________________

Date: ____________________________

Signed: ____________________________

Title: ____________________________

Date: ____________________________