REQUEST FOR PROPOSAL

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

MARKET BASED REVENUE OPPORTUNITIES

The Authority invites proposals from qualified, experienced and successful vendors/consultants interested in providing all services that are necessary to identify and assist in acquiring non-toll market-based revenue opportunities (“MBRO”) by monetizing the marketing assets of the West Virginia Parkways Authority.

Proposals will be received at the office of the West Virginia Parkways Authority, Administration Building, 3310 Piedmont Rd., Charleston, WV until 2PM on Thursday, February 23rd, 2017. If proposals are mailed via the U. S. Postal Service regular mail, they must be addressed to the West Virginia 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. Fax or emailed bids will not be accepted.

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

In addition to the separation of the technical portion of the proposals from the cost portion of the proposals as specified in the RFP, all proposals must be enclosed in a sealed envelope bearing the name and address of the proposer and clearly marked as follows:

Attn: Purchasing Department
RFP: Market Based Revenue Opportunities
Proposal Opening Date: February 23rd, 2017
Bid Opening Time: 2pm

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 (including email). Questions regarding this RFP should be directed to Margaret Vickers, Director of Purchasing, Phone 304 926-1900, Fax 304 926-1909 or email: mvickers@wvtturnpike.com. 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. Deadline for written questions is 2/3/17 4PM.

1.2 Registration
Prior to contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division, 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 Proposed Schedule of Events
- Release of the RFP: 1/5/17
- Vendor’s Written Questions Submission Deadline: 2/3/17 4PM
- Response to Written Questions Deadline: 2/10/17 4PM
- Proposal Opening Date: 2/23/17 2PM
- Oral Presentation (If needed): TBD
- Open Cost Proposals: 3/20/17
- Board Approval: 4/6/17

1.5 Proposal Submission
Proposals must be received in two distinct separate parts and clearly marked as such, Technical and Cost. Technical proposals must not contain any cost information relating to the project. Cost proposals will not be opened until the technical proposals have been evaluated and scored.
SECTION 2.0 INTRODUCTION AND GENERAL INFORMATION

The West Virginia Parkways Authority (the “Authority”) is a public corporation and agency of the State of West Virginia that operates the West Virginia Turnpike, a four-lane toll highway, 88 miles in length, between Princeton and Charleston, West Virginia. Interstate 77 (I-77) is carried by the entire length of the Turnpike; Interstate 64 (I-64) is carried from Charleston to south of the City of Beckley. In addition to highway operations the Authority operates three (3) Travel Plazas and one (1) Welcome Center. Please reference our website at www.wvturnpike.com

2.1 The Authority invites proposals from qualified, experienced and successful vendors/consultants interested in providing all services that are necessary to identify and assist in acquiring non-toll market-based revenue opportunities (“MBRO”) by monetizing the marketing assets of the West Virginia Parkways Authority.

2.2 The successful proposer(s) will be required to assist the Authority as deemed necessary by the Authority to: (1) fully inventory and evaluate its assets and business processes capable of producing MBRO or of being used in a lawful MBRO program; (2) consult with, advise and otherwise assist the Authority in the development of a RFP (request for proposals) to identify the available marketing assets and to solicit proposals for the design and implementation of lawful innovative market-based revenue programs; (3) participate with the Authority as a consultant during the process of solicitation of proposals; (4) render assistance to the Authority as needed to review, evaluate, and consult during the selection process of the most appropriate MBRO proposal or proposals; and (5) assist the Authority during the process of contracting with the selected proposer(s). This is a Best Value Procurement as that is defined by the Code of State Rules under Title 148, Department of Administration, Purchasing Division, Series 1 Purchasing.
2.3 Scope of Services

It is the intent of the Authority to solicit proposals from qualified, experienced and successful vendors to assist the Authority in all phases of developing and initiating a market-based revenue opportunity (MBRO) program.

2.4 Program Objectives

The Authority’s goals in seeking proposals under this RFP are to:

· Identify the most possible and lawful marketing opportunities available to the Authority.
· Maximize potential non-toll revenue through innovative programs.
· Develop new business opportunities through programs, services and other creative uses of the physical assets including but not limited to utilizing the visibility of the West Virginia Turnpike.
· Utilize non-toll programs which enhance the long-term viability and operations of such programs.
· Ensure that these MBRO activities support the efficient operation of the West Virginia Turnpike and enhance the traveling motorists’ experience.

2.5 Scope of Work

The selected vendor/consultant shall assist the Parkways Authority in presenting proposed agreements to members of the Authority and others as requested and for negotiating financial and program arrangements and terms with proposers responding to the RFP process anticipated to be developed by the successful vendor/consultant responding to this RFP. The selected vendor will be expected to enter into an agreement (the “Agreement”) to work closely with the Authority to accomplish the following tasks (described in sections A-E see pg 20) for this project:
Phase 1

A. **Policy Formulation:** Assist the Authority in the development of a set of program policies to guide the work of the Authority in pursuit of all lawful agreements that can be obtained within the MBRO field of opportunity (including but not limited to naming rights, advertisements, sponsorships, marketing and similar agreements). The Authority may rely on the experience of the selected vendor/consultant to help identify internal and community issues that should be addressed in the policy document. Policy formulation should include guidance on issues relating to compliance with West Virginia Division of Highways and Federal Highway Administration (“FHWA”) laws, rules, regulations, policies and guidance memoranda as well as compliance with any and all other applicable laws, rules and regulations including those pertaining to outdoor advertising.

B. **Review inventory of tangible/intangible assets:**

- Physical assets reviewed with the assistance of staff include facilities and land, particularly those with public access and/or visibility and prominence as well as vehicles and equipment usually seen by the public.
- The Authority’s website and all pertinent information related to its use.
- Major contracts for materials and equipment to identify the potential value of those relationships.
- Toll booths and toll receipts.
- E-ZPass applications and customer communications (giving due regard to the restrictions on the use of the intellectual properties of others).

C. **Marketing Plan Development:** Assist the Authority in developing a comprehensive multi-year strategic marketing plan for corporate sponsorships. Provide market analysis, statistics, industry metrics and market-based metrics. Evaluate programs, activities, facility operations, contracts and purchases to identify such opportunities as naming rights,
advertisements, sponsorships or marketing agreements, including P3 agreements (public/private partnership agreements to the extent the same may be lawful in the MBRO scenario). Conduct research on national and West Virginia based businesses to identify potential MBRO proposers and to assist the Authority in prioritizing marketing outreach efforts based on the likelihood of achieving successful agreements and arrangements.

The Authority reserves the right in its sole discretion to limit the scope of services as may be provided and/or proposed by consultant/vendor.

**Phase 2**

The consultant may not begin Phase 2 without the express written consent of the Authority.

**D. Development of Program Materials:** Create program sales and marketing materials that outline the MBRO goals of the Authority. Package or bundle assets and create/design a sales kit to emphasize to possible interested businesses the potential value to be derived from an MBRO based association with the Authority.

**E. Develop Prioritized Target List/Negotiate:** Assist the Authority in developing a targeted list of national, regional, and local businesses to pursue naming rights, advertisements, sponsorships, marketing and similar agreements.

1. Develop specific proposals for each of the target businesses to supplement the general program sales and marketing materials.

2. In coordination with the Parkways Authority, actively market and recruit businesses and organizations by meeting with the leadership of businesses in the targeted industries to explain the goals, policies and objectives and to gather information on the businesses’ marketing programs, goals and objectives.

3. Arrange for follow-up meetings and provide additional information as necessary in pursuing naming rights, advertisements, marketing, sponsorships agreements and other MBRO opportunities.
4. Assist the Authority in the negotiation of all financial aspects, program arrangements and activation strategies with any potential MBRO business sponsor or participant. The Authority shall have the absolute right to reject any potential business sponsor, participant or proposed marketing device or medium.

5. Assist the Authority in presenting proposed agreements to Members of the Authority and others as requested.

The work specified in this section will comply with and adhere to all requirements of OSHA, State, County and Local applicable safety requirements, and with all Federal (FHwA and others), State, and local ordinances, rules and regulations regarding advertising, signage and any other aspect of the MBRO program.

3.0 Qualifications

In order to be considered for the award of any contract(s):

Any proposer responding to this RFP must provide three (3) specific examples of prior MBRO programs developed by such proposer.

It is preferable that the proposer demonstrates successful completion of prior projects similar in nature, size and scope to the requirements contained in this RFP.

4.0 Submission, Review and Selection

Upon receiving necessary approval, the Authority will award a contract or contracts to the proposer(s) that provide the consulting services at the best value and that meet the Authority’s qualifications and requirements. All contracts and amendments will be reviewed and approved by the Authority as provided in this RFP before any work begins. Once again, the Authority reserves the right, based upon what it believes to be in the best interests of and represents the best value to the Authority, to accept or reject any or all proposals and to waive minor irregularities or variations with the specifications and the selection process.
The Authority expects a payment structure that includes only a fixed fee plus expected expenses for all phases of the MBRO program identified in this RFP. Prices shall include all costs relating to the project, i.e. telephone, copies, fax, mailing, courier service, technology (computer) related overhead, photographs and transportation.

A selection review committee will be appointed to evaluate the proposals received. Each of the criteria listed (see pg. 20) will be evaluated by the Committee for the purpose of ranking proposals. Lack of response to any of the criteria may constitute or represent a non-responsive proposal. The committee’s recommendation will be submitted to the General Manager and the Members of the Authority for approval.

Each proposer must submit one (1) original and six (6) copies (one copy being unbound for reproduction) of their proposal.

The cost submittal shall be placed in a separate sealed envelope from the technical submittal and clearly identified on the outside as “COST SUBMITTAL” within the sealed proposal, separated from the technical submittal. The failure to separate and clearly mark the “TECHNICAL SUBMITTAL” from the “COST SUBMITTAL” will be grounds for rejection of the proposal. Each proposal shall be limited in length and judged as a demonstration of the proposer’s capabilities and understanding of the project.

5.0 Trade Secrets

Any response including written documents and verbal communications to this RFP shall become the property of the Authority. The content of all responding proposals may be withheld from public disclosure but only to the extent permitted by the provisions of the West Virginia Freedom of Information Act, West Virginia Code §29B-1-1.et.seq. and the “black out period” specified in applicable purchasing rules and regulations.
6.0 Evaluation

A committee will be appointed to evaluate submitted proposals. The committee will rank the proposals according to the criteria, based on the information submitted. The Authority anticipates the committee will require a minimum of thirty (30) working days to evaluate and rank the proposals.

Depending upon the number of proposals received, the committee may develop a “short list” of proposers which, in its opinion, are best qualified to perform the desired service and provide the best value to the Authority. Each business that is on the “short list” may be invited to make an oral presentation by appearing before the committee to discuss anticipated concepts and proposed methods of approach to the assignment, including clarification of qualifications and performance data, the scope of services offered, and time needed to complete the project. The committee will forward its written recommendations to the General Manager for the further action of the Authority.

7.0 Indemnification and Insurance

Each proposer selected agrees to indemnify, defend and hold harmless the Authority, it’s Members, officers and employees against and from any and all claims, causes of action, suits, losses, damages, and expenses (including attorney’s fees and costs of investigation and litigation, including those on appeal) of whatever nature to any person or property based upon or arising out of the actions or operations of the proposer in connection with its agreement with the Authority.

Each successful proposer will further indemnify, defend and hold harmless the Authority from any and all claims, causes of action, damages, and suits and losses arising or asserted from any breach or default on the part of such proposer(s) in the performance of any covenant or agreement which the said proposers must perform under the terms of any contract with the Authority.

Each proposer’s obligation to indemnify, defend and hold harmless the Authority shall include but is not limited to the following claims, causes of action, suits, losses and damages:
(a) Libelous or controversial advertisements, notices or publications, and all actions or decisions pertaining thereto, whether actual or alleged, arising out of or in any manner connected with the exercise of the rights, powers and privileges granted to the said proposers;

(b) Injunctions or claims for damages for infringement of any copyrights, trademarks or patents by the use of any advertisement, inappropriate use of intellectual property of any kind belonging to or claimed by another, notice publication, device, process or equipment in connection with the exercise of the rights, powers and privileges granted to the said proposers;

c. Such indemnity shall not be limited by the amount of any applicable insurance coverage.

Each successful proposer shall maintain the following insurance coverage:
Commercial General Liability and Commercial Automobile Liability Insurance for claims for property damage, bodily injury or death, arising out of or in connection with the proposer’s operations under this agreement, in the combined single limit of one million dollars per occurrence on ISO forms Symbol 1. Such insurance shall include an endorsement covering advertising injury and a contractual liability endorsement covering indemnities and shall name the Authority as an additional insured and shall be deemed primary over any other policy owned by the Authority.
Worker’s Compensation Insurance required, including Employer’s Liability Insurance with a minimum limit of $1,000,000.00.

8.0 Contract Term

The term of the contract shall be two (2) years, with three (3) one-year renewal options, at the discretion of the Authority. A contract start date of May 1, 2017 is anticipated for the first year of this contract.
9.0 Default and Termination

Each of the following events shall constitute an Event of Default:

1. Any proposer fails to keep or perform any of the covenants, conditions, or provisions of the Agreement to be performed by such proposer and such default is not cured within five days after written notice thereof.

2. A federal, state, or local governmental authority, board, agency or officer with competent jurisdiction, terminates or suspends any certificate, license, permit or authority held by the said proposer without which the proposer shall not be lawfully empowered to perform all or any part of any agreement with the Authority.

3. Proposer files a voluntary petition in bankruptcy or proceedings in bankruptcy are instituted against it which is not dismissed within 30 days of filing.

4. Any proposer assigns or attempts to assign or sub-contract out its obligations under its contract with the Authority without the prior written consent of the Authority which consent may be denied, withheld, delayed or conditioned in any way by the Authority.

5. Any proposer fails to provide a MBRO program satisfactory to the Authority.
SECTION 3.0 PROCUREMENT SPECIFICATIONS

3.1 Vendor must clearly understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor’s representatives and the Authority’s personnel is **not** binding. Only the information issued in writing and added to the Request for Proposal specifications file by an official written addendum are binding.

3.2 Labeling of RFP Sections:
The sections within this RFP contain instructions governing how the Vendor's proposal is to be arranged, submitted and to identify the material to be included therein.

3.2.1 Proposal Format and Content: Proposals are being requested and must be received in two distinct parts: Technical and Cost, each of which must be labeled and placed in separate sealed envelopes. The cost portion shall be sealed in a separate envelope and will not be opened initially. The Cost envelope should be clearly marked.

3.2.2 Technical Portion Opening: The Purchasing Department will open only the technical portions of the proposals on the date and time specified in the Request for Proposal. The Purchasing Department will confirm that the original packages each contain a separately sealed cost proposal prior to providing the courtesy copies to the evaluation committee to begin the evaluation process.

3.2.3 Cost Evaluation and Resident Vendor Preference (If Applicable): The evaluation committee will review the cost proposals, assign appropriate points and make a final consensus recommendation to the General Manager. In accordance with West Virginia State Code §5A-3-37, the Purchasing Department will make the determination regarding the Resident Vendor Preference, if applicable. Resident Vendor Preference provides an opportunity for qualifying vendors to request (at the time of proposal submission) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost portion of the proposal in accordance with the West Virginia State Code. A certificate of application is used to request this preference.

3.2.4 Contract Approval and Award: After the cost proposals have been opened, the evaluation committee completes its review and prepares the final evaluation making its recommendation for contract award based on the highest scoring vendor whose proposal is considered best value.

3.3 Rejection of Proposals:
The Authority shall select the best value solution according to the evaluation criteria. However, the Authority reserves the right to accept or reject any or all proposals, in part or in whole at its discretion. The Authority reserves the right to withdraw this RFP at any time and for any reason. Submission of, or receipt by the Authority of proposals, confers no rights upon the proposers nor obligates the Authority in any manner.

A contract based on this RFP and one or more of the Vendors’ proposals, may or may not be awarded. Any contract resulting in an award from this RFP is not valid until properly approved and executed by the Authority.
3.4 Incurring Costs:
The Authority and any of its employees or officers shall not be held liable for any expenses incurred by any bidder responding to this RFP for expenses to prepare, deliver the proposal, or to attend any mandatory pre-bid meeting or oral presentations.

3.5 Addenda:
If it becomes necessary to revise any part of this RFP, an official written addendum will be issued by the Authority to all bidders of record and posted to the West Virginia Parkways website www.wvturnpike.com. It is each Vendor’s responsibility to check the website. Any addendum must be signed and submitted as part of each proposal package.

3.6 Independent Price Determination:
A proposal will not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication or agreement as to any matter relating to prices with any competitor unless the proposal is submitted as a joint venture.

3.7 Price Quotations:
The price(s) quoted in any proposal will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided for adjustment in the original contract.

3.8 Public Record:
3.8.1 Submissions are Public Record
Once a contract is awarded and signed under this RFP or all submissions are rejected, then all proposals, or offers submitted by proposers shall become public information and are available for inspection during normal official business hours in the Purchasing Department after the award is complete.

3.8.2 Written Release of Information
All public information may be released with a Freedom of Information request, however, only a written request will be acted upon with duplication fees paid in advance. Duplication fees shall apply to all requests for copies of any document. Currently the fees are $0.50/page.

3.8.3 Risk of Disclosure
The only exemptions to disclosure of information by the Authority are listed in West Virginia Code §29B-1-4. The submission of any information to the Authority by a vendor puts the risk of disclosure on the vendor. The Authority does not guarantee non-disclosure of any information to the public.

3.9 General Terms and Conditions:
By signing and submitting its proposal, the successful Vendor agrees to be bound by all the terms contained in this RFP.

3.9.1 Conflict of Interest:
As part of its contract with the Authority, each vendor must affirm that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect, which
would conflict or compromise in any manner or degree with the performance or its services to be rendered hereunder. Each vendor further must covenant and agree that in the performance of the contract, such vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such conflicting interests discovered shall be promptly presented in detail to the Authority.

3.9.2 Prohibition Against Gratuities:
As part of its contract with the Authority vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor 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 this contract without liability, at its discretion, or to pursue any other remedies available under this contract or by law.

3.9.3 Vendor Relationship:
The relationship of the Vendor 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 this contract. The Vendor as an independent contractor will be solely liable for the acts and omissions of its employees and agents.

Vendor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this RFP and resulting contract. Neither the Vendor, nor any employees or contractors of the vendor, shall be deemed to be employees of the Authority for any purposes whatsoever.

Vendor 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 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.

Vendor shall hold harmless the Authority, and shall provide the Authority with a defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns.

The Vendor 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, which consent may be denied for any reason or no reason, or withheld, delayed or conditioned in any way.

3.9.4 Indemnification:
The Vendor agrees to indemnify, defend and hold harmless the Authority, their 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 contract; (2) Any claims or losses resulting to any person or entity injured or
damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation,
reproduction, delivery, performance, use or 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 Vendor, its officers, employees or subcontractors to observe State and Federal laws,
including but not limited to labor and wage laws.

3.9.5 Contract Provisions:
After the successful Vendor is selected, a formal contract document will be executed between the
Authority and the Vendor. In addition, the RFP and the Vendor's response will be included as part
of the contract by reference. The order of precedence is: (a) the contract; (b) the RFP: and (c) the
Vendor's proposal submitted in response to the RFP.

3.9.6 Governing Law:
This contract shall be governed by the laws of the State of West Virginia. The Vendor further
agrees to comply with the Civil Rights Act of 1964 and all other applicable federal, state and local
laws, rules, ordinances and regulations.

3.9.7 Compliance with Laws and Regulations:
The vendor 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 regulatory agency or
authority.

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, the
transaction, or the equipment, or services delivered pursuant hereto shall be borne by the Vendor
or its contractors and subcontractors as the case may be. It is clearly understood that the Authority
is exempt from any taxes regarding performance of the scope of work of this contract.

3.9.8 Contract Termination:
After 10 days written notice to the Vendor, the Authority may terminate any contract resulting
from this RFP immediately at any time the Vendor fails to carry out its responsibilities or to make
substantial progress under the terms of this RFP and resulting contract.

The contract may also be terminated without cause by the Authority with thirty (30) days prior
notice.

3.9.9 Changes:
If changes to the original contract become necessary, a formal contract change order will be
negotiated by the Authority and the Vendor, to address changes to the terms and conditions and
costs of work included under the contract. An approved contract change order is required whenever
the change affects the payment provision or the scope of the work. Such changes may be
necessitated by new and amended Federal and State regulations and requirements.

As soon as possible after receipt of a written change request from the Authority, but in no event
more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with
the change requested and provide the Authority a written statement to identify any price impact on
the contract or to state that there is no impact. In the event that price will be impacted by the
change, the Vendor shall provide a description of the price increase or decrease involved in
implementing the requested change.
NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.

3.9.10 Invoices, Progress Payments, & Retainage:
The Vendor shall submit invoices, in arrears, to the Authority at the address on the face of the purchase order labeled “Invoice To” pursuant to the terms of the contract. State law forbids payment of invoices prior to receipt of services.

The Vendor may, after written request to the Authority, be permitted to have access to certain private and confidential data maintained by the Authority to the extent required for the Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and the Authority against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors or individuals permitted access by Vendor.

3.9.11 If Oral Presentations are needed and or scheduled all vendors submitting proposals that make the short list (see Section 6.0 above) will be invited to make an oral presentation at Parkways Headquarters, 3310 Piedmont Rd, Charleston WV to the evaluation committee regarding their proposals. Vendors will be contacted as to the date, time and place of their presentations. Presentations of no more than 25 minutes should be made by the account executive or other vendor representative, and should include an overview of the written proposal. The question period, if needed, will not last longer than 25 minutes and will occur immediately following the oral presentation.

3.9.12 Insurance Requirements:
INSURANCE: The apparent successful vendor shall furnish proof of the following insurance as well as all insurance specified or required by the RFP prior to Contract award and shall list the West Virginia Parkways Authority as a certificate holder and additional insured. The vendor, as an independent contractor, shall be solely liable for the acts and omissions of its employees and agents. The successful vendor shall maintain and furnish proof of coverage of commercial general liability insurance for loss, damage, injury (including death) of third parties arising from acts and omissions on the part of the vendor, its agents and employees in the following amounts:

- For bodily injury (including death): $1,000,000 (one million dollars) per occurrence.
- For property damage: Up to $1,000,000 (one million dollars) per occurrence.
- Professional liability: Up to $1,000,000 (one million dollars) per occurrence.
- Acts, errors and omissions: Up to $1,000,000 (one million dollars) per occurrence.
- This insurance shall be obtained and presented as a combined single limit policy.

All insurance policies shall remain in effect for the term of the contract.
3.9.13 Notice to Proceed
Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency.

SECTION 4.0 PROPOSAL FORMAT AND RESPONSE REQUIREMENTS

4.1 Vendor’s Proposal Format:

The proposal should be formatted in the same order, providing the information listed below:

Proposal Form - A Proposal Form is provided for vendors to use. Contents include RFP number and subject, vendor name, vendor business address, vendor FEIN, vendor e-mail address, vendor telephone number, vendor fax number, name of contact person authorized by vendor to bind the vendor, the date the proposal was signed, signature of a person authorized to bind the vendor, and transmittal information as indicated on the Proposal Form.

Table of Contents - Clearly identify the material by section and page number.

Purchasing Affidavit must be completed and included in the Technical proposal.

If applicable, complete, sign and submit the attached Resident Vendor Preference Certificate with the proposal.

SMALL, WOMEN-OWNED, OR MINORITY–OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned or minority-owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
REQUEST FOR PROPOSAL
WEST VIRGINIA PARKWAYS AUTHORITY

MARKET BASED REVENUE OPPORTUNITIES

PROPOSAL FORM

Vendor Name: ________________________________

Address: ___________________________________

City: ____________________ State: _______ ZIP: ________

Vendor FEIN: ________________________________

Vendor Phone: __________________________________

Vendor Fax: __________________________________

Contact Person Name: ___________________________ Phone: ________________

E-Mail Address: ________________________________

Addenda to this RFP 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. that this proposal/bid shall remain valid for a period of ninety (90) days after the proposal opening; and

3. the vendor specified in this proposal shall comply with all the requirements in the RFP.

Any exception to the terms and conditions of the RFP and any addenda thereto must be submitted with this proposal as an attachment.
4.2 Evaluation Process:

4.2.1 Method of Evaluation:
The proposals will be evaluated by a committee in accordance with the criteria stated. The vendor who meets all the mandatory specifications and attains the final highest point score of all vendors (possible one-hundred (100) points maximum) shall be awarded the contract. The selection of the successful vendor to be recommended to the Authority will be accomplished by a consensus of the evaluation committee.

Each cost proposal will be scored by use of the following formula:

\[
\text{Cost Score} = \frac{\text{Lowest cost of all proposals}}{\text{Cost of Proposal being evaluated}} \times 30
\]

4.2.3 The minimum qualifying score for cost to be opened is 70% of 70 points or a technical score of 49 points or greater to be eligible for further consideration for the short list and to continue in the evaluation process. All vendors not attaining the minimum acceptable score shall be disqualified and removed from further consideration.

The Authority will select the successful vendor's proposal based on best value purchasing which in this case is not necessarily the proposer with the highest score. Cost is considered but is not the sole determining factor for award. The Authority does reserve the right to accept or reject any or all of the proposals, in whole or in part, without prejudice if to do so is felt to be in the best interests of the Authority.

Vendor's failure to provide complete and accurate information may be considered grounds for disqualification. The Authority reserves the right, if necessary, to ask vendors for additional information to clarify their proposals. Nothing may be added to alter the written solution or method contained in the original proposal after the proposal opening.
<table>
<thead>
<tr>
<th>EVALUATION CRITERIA FOR PROPOSALS</th>
<th>MAXIMUM SCORE</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Letter of Interest (TECHNICAL SUBMITTAL)</td>
<td>N/A</td>
</tr>
<tr>
<td>Please describe your company and include information about your business including: the location of your business, whether licensed to do business in West Virginia, number of employees, date of incorporation, and a list of key commercial clients and dates including dates of each client relationship.</td>
<td></td>
</tr>
<tr>
<td>b. Project Team/Organizational Structure (TECHNICAL SUBMITTAL)</td>
<td>10</td>
</tr>
<tr>
<td>Provide names, titles, qualifications and experience of key company personnel.</td>
<td></td>
</tr>
<tr>
<td>Identify the location of the primary office from which the majority of the services will be provided.</td>
<td></td>
</tr>
<tr>
<td>c. Vendor's Capabilities/Experience (TECHNICAL SUBMITTAL)</td>
<td>20</td>
</tr>
<tr>
<td>Describe your agency’s qualifications and experience in fulfilling the scope of services.</td>
<td></td>
</tr>
<tr>
<td>d. Project Understanding/Responsiveness to Proposal Requirements (TECHNICAL SUBMITTAL)</td>
<td>15</td>
</tr>
<tr>
<td>Your company will be evaluated on its knowledge and familiarity with the Authority, its mission, operations, and customers.</td>
<td></td>
</tr>
<tr>
<td>e. Project Approach/Implementation/Management Plan (TECHNICAL SUBMITTAL)</td>
<td>20</td>
</tr>
<tr>
<td>The ability of your company to develop innovative, cost-efficient and revenue generating solutions to marketing/advertising objectives.</td>
<td></td>
</tr>
<tr>
<td>Ability to clearly define the tasks necessary to meet the objectives outlined in the scope of work.</td>
<td></td>
</tr>
<tr>
<td>f. Supplementary Information (TECHNICAL SUBMITTAL)</td>
<td>5</td>
</tr>
<tr>
<td>Provide at least two references from past clients utilizing your services, including contact name, address, phone number and email address. Please also state the nature of the service you provided, as well as the level of revenue your company generated for that client.</td>
<td></td>
</tr>
<tr>
<td>Describe three commercial accounts your company currently services. These accounts should be similar to those services anticipated by the Authority. Please identify: • Client (or general description of company) • Scope of services • Length of time as a client • Subcontract work, if any • Annual value of contract</td>
<td></td>
</tr>
<tr>
<td>g. Price (COST SUBMITTAL) See Section 4.0 pg 7</td>
<td>30</td>
</tr>
<tr>
<td>Describe your company’s proposed fee and financial structure for this contract.</td>
<td></td>
</tr>
<tr>
<td>Detail all unit costs, if any, and any fee by unit, if any for each proposed service or opportunity.</td>
<td></td>
</tr>
<tr>
<td>Describe your company’s policy for rush charges and any additional fees and/or charges, which may be imposed under the scope of services. Please itemize any additional charges and costs.</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>100 Points</td>
</tr>
</tbody>
</table>
1. Awards will be made in the best interest of the West Virginia Parkways Authority.
2. The Authority may accept or reject in part, or in whole, any proposal.
3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division and The Authority’s purchasing rules.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required registration fee.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the West Virginia Code.
7. Vendor preference, if applicable, will be granted upon written request in accordance with the West Virginia Code.
8. Agencies of The State of West Virginia are exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Authority’s Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the vendor.
10. The laws of the State of West Virginia and the Legislative Rules shall govern all rights and duties under the Contract, including without limitation the validity of this Contract.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
13. HIPAA Business Associate Addendum - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division’s web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the RFP forms provided by the Authority.
2. SPECIFICATIONS: Services offered must be in compliance with the provisions of the RFP. Any deviations must be clearly indicated by the proposer in the proposal. Alternates offered by the proposer as EQUAL to the 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 proposer 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
STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: 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 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 08/01/2015)
State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. Application is made for 2.5% vendor preference for the reason checked:
   - [ ] Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
   - [ ] Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
   - [ ] Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; or,
   - [ ] Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% vendor preference for the reason checked:
   - [ ] Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% vendor preference for the reason checked:
   - [ ] Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder’s bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder’s employees or the bidder’s affiliate’s or subsidiary’s employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor’s bid; or,

4. Application is made for 5% vendor preference for the reason checked:
   - [ ] Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:
   - [ ] Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:
   - [ ] Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor’s bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor’s employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.
   - [ ] Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: ___________________________  Signed: ___________________________

Date: ___________________________  Title: ___________________________

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.