West Virginia Parkways Authority

REQUEST FOR QUOTATIONS

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

STATE POLICE PURSUIT RATED AWD FOUR (4) DOOR UTILITY POLICE CRUISER

Proposals will be received at the office of the WV Parkways Authority, Administration Building, 3310 Piedmont Rd, Charleston, WV until 2PM on Tuesday, August 13th, 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. 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 WV Parkways Authority, 3310 Piedmont Rd., Charleston, WV 25306. Fax or emailed bids will not be accepted.

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

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

ATTN: PURCHASING DEPARTMENT

RFQ: STATE POLICE PURSUIT RATED AWD FOUR (4) DOOR UTILITY POLICE CRUISER SILVER (1)

BID OPENING DATE: 8/13/19

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.
WEST VIRGINIA PARKWAYS AUTHORITY
MAINTENANCE DIVISION

PROCUREMENT SPECIFICATIONS

State Police Pursuit Rated AWD Four (4) Door Utility Police Cruiser

Units: One (1) State Police Pursuit Rated AWD Four (4) Door Utility Police Cruiser
Factory Paint (Silver)

1.0 PURPOSE

These specifications describe a State Police Pursuit Rated AWD Four (4) Door Utility Police Cruiser, (hereinafter referred to as "unit") to be purchased by the West Virginia Parkways Authority (hereafter referred to as “Authority”); define the provisions to be contained in proposals for the sale of said unit to the Authority; establish an enforceable schedule for delivery; and establish criteria for gauging the compliance of the bidder to these specifications.

2.0 BIDDING PROCEDURES

2.1 The current purchasing procedures and any new procedures or requirements that are promulgated after the request for bids are issued and which are established by addendum to the requests for bids regarding bidding as established by the Authority shall apply.

2.2 Bidders shall return an original set of these specifications along with three (3) copies with all information provided, as requested herein.

2.3 Bidders must indicate “comply” or “non-comply” for each specification described in Sections 5.0 and 6.0. The unit must meet the specifications fully in order to be marked “comply”. All non-comply answers are to be fully explained on a separate sheet to be attached to the bidder’s proposal.

2.4 FAILURE TO PROVIDE THE INFORMATION REQUESTED IN SECTION 2.3 MAY BE CAUSE TO REJECT THE BID.

2.5 It may be determined by the Authority that non-compliance with a unit specification not marked MANDATORY does, or does not, reduce the quality and performance of the affected unit below an acceptable level or that it may or may not represent a best value purchase because of such non-compliance.

2.6 Bidders are to submit additional manufacturer’s literature and information pertinent to their proposal as may be available.

2.7 Bidders may submit more than one proposal if different unit models are to be offered.

2.8 Any and all questions pertaining to these specifications or this procurement process must be in writing and submitted to:
Margaret Vickers, Director of Purchasing
West Virginia Parkways Authority
3310 Piedmont Rd. Charleston, WV 25306
Phone: (304) 926-1900 Fax: (304) 926-1909
Email; mvickers@wvturnpike.com
3.0  CONDITION OF UNITS UPON DELIVERY

3.1 The unit shall arrive at the prescribed delivery point having been completely pre-serviced with oil, lubricants, coolant, and tire pressure; with all equipment completely assembled, installed and operating as designed; and all required adjustments and corrections made to make the unit immediately ready for its designed and continuous operation. All prescribed precautions pertaining to first operations and break-in of the unit shall be posted conspicuously on the unit for ready observance by the operator.

3.2 Upon delivery, the Authority will perform a complete inspection of the unit to assure that it meets the Authority’s specifications or accepted alternatives. Final processing for payment may not be initiated until the unit is certified to meet specifications and the operator’s, service, shop, maintenance, and parts manuals and the Certificate of Origin or Title are received.

4.0  AWARD CRITERIA

4.1 It is the Authority’s intent to open this procurement to a wide audience of bidders. The specifications outlined herein are general in nature describing a unit that the Authority feels best meets its needs. However, the Authority will consider any reasonable alternates to the specifications if the bidder can demonstrate that the proposed alternate is comparable in performance, quality and functionality.

4.2 The Authority realizes that certain models can have features beneficial to the Authority even though such features may not be specifically described in the technical specifications, Section 6.0. The vendor is to submit available literature and supporting documentation describing the unit in as much detail as possible. If the vendor wishes to point out certain beneficial features of his proposed unit, it may do so in a separate document included in its bid submittal package. In evaluating the bids, the Authority may consider any special or unique features not included in the technical specifications. The Authority will award the bid to the vendor that provides the best overall value to the Authority whether or not the vendor has the lowest bid.

4.3 The Authority reserves the right to reject any or all proposals or to waive any non-consequential irregularities or informalities in proposals received. The Authority reserves the right to accept the proposal that will, in the Authority’s judgment, best serve the interest of the Authority regardless of whether such proposal is the lowest cost submitted.
5.0 **GENERAL SPECIFICATIONS**

<table>
<thead>
<tr>
<th>5.1 IDENTIFICATION OF THE UNIT BEING PROPOSED</th>
<th>Comply</th>
<th>Non Comply</th>
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<tbody>
<tr>
<td>The bidder shall identify the unit by manufacturer, model, series and year of manufacture, so as to enable identification by the Authority in the manufacturer's sales literature on the proposed unit. The bidder shall submit complete descriptive literature showing that the proposed unit is the manufacturer's most current model, including latest engineering improvements, which have been, or shall imminently be, regularly advertised and sold on the open market. The description of the unit shall also be sufficient to assure the Authority that specifications will be met without improvising, modifying, or augmenting a basically standard unit beyond those variations contained in the manufacturer's regularly advertised specifications.</td>
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<tr>
<th>5.2 DELIVERY POINT AND DELIVERY SCHEDULE</th>
<th>Comply</th>
<th>Non Comply</th>
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<tbody>
<tr>
<td>Delivery point of completely assembled unit will be to the West Virginia Parkways Authority, 265 Neptune Drive, Beckley, WV 25801 within One Hundred and Twenty (120) calendar days after the date of the purchase agreement, by the successful bidder. Marking “comply” with this specification indicates that the bidder <strong>WILL</strong> deliver the unit in One Hundred and Twenty (120) days. If the unit is not delivered within One Hundred and Twenty (120) days, or alternate days proposed, the Authority has the right to: (1) cancel the award and negotiate with the second highest ranked bidder; or (2) assess a liquidated damages penalty against any successful bidder that fails to deliver the unit within the specified time period of $25.00 per day for each day beyond the specified deadline for delivery. Any delays occasioned by forces outside the control of bidder will be taken into consideration by the Authority when assessing any penalty.</td>
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<tr>
<th>5.3 OPERATING AND SERVICE MANUALS AND PARTS LISTS</th>
<th>Comply</th>
<th>Non Comply</th>
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<tbody>
<tr>
<td>One (1) operator manual shall be included with the unit upon delivery. In addition, there shall be a total of one (1) service, shop, or maintenance manual, and one (1) parts manual included with the total delivery.</td>
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</table>
5.4 **MANUFACTURER’S WARRANTY AND SERVICE POLICY**

The manufacturer's standard warranty or service policy is to apply to the unit. Such warranty or service policy is to be recognized at any authorized/franchised unit dealer, representing manufacturer of proposed unit throughout the State of West Virginia and within a radius of 80 miles from the delivery point. The applicable warranty or service policy shall not be contingent upon obtaining routine service lubrication and servicing of the unit from a factory-authorized agency. It shall be the responsibility of the bidder to make available all replacement parts, components, and materials found to be defective under the terms of the warranty, and without cost (including labor cost) to the Authority. The unit shall be accompanied upon delivery by the unit manufacturer's properly executed warranty or service policy. Unit shall be warranted against manufacturing defects for not less than twelve (12) months from date of delivery and shall include other warranty requirements as may be specified in Section 6.

5.5 **PARTS AND SERVICE DISCOUNTS**

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

Discount on labor: _________
Discount on Parts: _________

6.0 **GENERAL**

6.0.1 2020 or current model year, pursuit rated four (4) door utility police cruiser

6.0.2 Exterior color: Silver

6.1 **TECHNICAL SPECIFICATIONS**

6.1.1 All wheel drive (AWD)
<table>
<thead>
<tr>
<th>6.1.2</th>
<th>Independent front suspension with front and rear stabilizer bar (Police suspension package)</th>
<th>Comply</th>
<th>Non Comply</th>
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</thead>
<tbody>
<tr>
<td>6.1.3</td>
<td>Manufacturers heaviest four (4) wheel disc brakes available</td>
<td>_____</td>
<td>_____</td>
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<tr>
<td>6.1.4</td>
<td>Engine - V6 (Six Cylinder) Turbo Charged gasoline engine</td>
<td>_____</td>
<td>_____</td>
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<tr>
<td>6.1.5</td>
<td>Largest alternator manufacturer offers</td>
<td>_____</td>
<td>_____</td>
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<tr>
<td>6.1.6</td>
<td>Largest battery manufacturer offers</td>
<td>_____</td>
<td>_____</td>
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<tr>
<td>6.1.7</td>
<td>Transmission – minimum Ten (10) speed transmission, column shift</td>
<td>_____</td>
<td>_____</td>
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<tr>
<td>6.1.8</td>
<td>Transmission cooler and oil cooler</td>
<td>_____</td>
<td>_____</td>
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<tr>
<td>6.1.9</td>
<td>Cooling system – manufacturers heaviest and highest volume radiator available</td>
<td>_____</td>
<td>_____</td>
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<tr>
<td>6.1.10</td>
<td>Engine hour meter</td>
<td>_____</td>
<td>_____</td>
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<tr>
<td>6.1.11</td>
<td>Police engine idle feature</td>
<td>_____</td>
<td>_____</td>
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<tr>
<td>6.1.12</td>
<td>Fuel tank – minimum 18 gallons</td>
<td>_____</td>
<td>_____</td>
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<tr>
<td>6.1.13</td>
<td>Exterior key locks – driver, passenger and lift gate</td>
<td>_____</td>
<td>_____</td>
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<tr>
<td>6.1.14</td>
<td>Mirrors – power electric remote, manual fold away</td>
<td>_____</td>
<td>_____</td>
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<tr>
<td>6.1.15</td>
<td>Wheels – manufacturers heaviest and strongest available 18” steel with full size spare and TPMS</td>
<td>_____</td>
<td>_____</td>
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<tr>
<td>6.1.16</td>
<td>Flooring – manufacturers heaviest and strongest vinyl</td>
<td>_____</td>
<td>_____</td>
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<tr>
<td>6.1.17</td>
<td>Front seats – Police grade cloth w/minimum six (6) way power driver seat with manual lumbar and two (2) way manual passenger seat.</td>
<td>_____</td>
<td>_____</td>
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<tr>
<td>6.1.18</td>
<td>Rear seat – Police grade vinyl bench</td>
<td>_____</td>
<td>_____</td>
</tr>
<tr>
<td>6.1.19</td>
<td>Minimum eleven inch (11”) space between front driver and passenger seat for aftermarket console</td>
<td>_____</td>
<td>_____</td>
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<tr>
<td>Section</td>
<td>Feature</td>
<td>Comply</td>
<td>Non Comply</td>
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<tr>
<td>6.1.20</td>
<td>Console mounting plate</td>
<td>______</td>
<td>______</td>
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<tr>
<td>6.1.21</td>
<td>Tilt steering wheel</td>
<td>______</td>
<td>______</td>
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<tr>
<td>6.1.22</td>
<td>Audio – AM/FM Stereo with single disc CD player w/mp3 capability</td>
<td>______</td>
<td>______</td>
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<tr>
<td>6.1.23</td>
<td>Rear view camera</td>
<td>______</td>
<td>______</td>
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<tr>
<td>6.1.24</td>
<td>Reverse back-up sensor with audible interior alarm</td>
<td>______</td>
<td>______</td>
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<tr>
<td>6.1.25</td>
<td>Power windows with one-touch up/down driver’s side with disable feature</td>
<td>______</td>
<td>______</td>
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<tr>
<td>6.1.26</td>
<td>Power door locks with remote keyless entry (total 4 keys and key fobs)</td>
<td>______</td>
<td>______</td>
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<tr>
<td>6.1.27</td>
<td>Spot lamp drivers side (LED)</td>
<td>______</td>
<td>______</td>
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<tr>
<td>6.1.28</td>
<td>Front windshield wipers speed sensitive intermittent</td>
<td>______</td>
<td>______</td>
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<tr>
<td>6.1.29</td>
<td>Rear windshield wiper dual speed</td>
<td>______</td>
<td>______</td>
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<tr>
<td>6.1.30</td>
<td>Cruise control</td>
<td>______</td>
<td>______</td>
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<tr>
<td>6.1.31</td>
<td>Electric rear window defroster</td>
<td>______</td>
<td>______</td>
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<tr>
<td>6.1.32</td>
<td>License plate mounts front and rear</td>
<td>______</td>
<td>______</td>
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<tr>
<td>6.1.33</td>
<td>Rear door handles inoperative / rear locks inoperative / rear window switches inoperative</td>
<td>______</td>
<td>______</td>
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<tr>
<td>6.1.34</td>
<td>Undercarriage deflector plate</td>
<td>______</td>
<td>______</td>
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<tr>
<td>6.1.35</td>
<td>Minimum forty-eight (48) cubic feet of available cargo space</td>
<td>______</td>
<td>______</td>
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<tr>
<td>6.1.36</td>
<td>Dark car feature (courtesy lamps disable when any door is opened)</td>
<td>______</td>
<td>______</td>
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<tr>
<td>6.1.37</td>
<td>Bluetooth cellular hands-free feature</td>
<td>______</td>
<td>______</td>
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<tr>
<td>6.1.38</td>
<td>Ballistic door panel – driver side</td>
<td>______</td>
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</table>
BID SUBMISSION PAGE

STATE POLICE PURSUIT RATED AWD FOUR (4) DOOR UTILITY POLICE CRUISER SILVER (1)

BID OPENING 8/13/19 AT 2PM

MANUFACTURER ____________________________________________________________

YEAR ________________________________________________________________

MODEL NAME AND NUMBER _______________________________________________

TOTAL COST ____________________________________________________________

*All freight charges are to be included in cost of unit. FOB delivered, Beckley WV 25801

SUBMITTED BY:

COMPANY NAME ________________________________________________________

ADDRESS ____________________________________________________________

PHONE NUMBER ______________________________________________________ 

FAX NUMBER _________________________________________________________

EMAIL ADDRESS ______________________________________________________

COMPANY CONTACT __________________________________________________ 

SIGNATURE __________________________________________________________ 

VENDOR REGISTRATION NUMBER ____________________

(www.wvoasis.gov)
STATE OF WEST VIRGINIA  
Purchasing Division  
PURCHASING AFFIDAVIT

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

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate, or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers’ compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

“Debt” means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers’ compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

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

“Related party” means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor’s Name:

Authorized Signature: ___________________________________ Date: _________________________

State of __________________________________________

County of ___________________ , to-wit:

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

My Commission expires ______________________ 20__.

AFFIX SEAL HERE

NOTARY PUBLIC ______________________________________

Purchasing Affidavit (Revised 01/15/2018)
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, 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.

8. Application is made for reciprocal preference.
   - [ ] Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.

Bidder understands if the Secretary of Revenue determines that the Bidder is not a West Virginia resident, 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.*
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 arrears.

6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.

7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.

8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.

9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessee, 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 leases sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.

16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.

17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.

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

19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.

20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.

21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without 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:
1. Awards will be made in the best interest of the West Virginia Parkways Authority.
2. The Authority may accept or reject in part, or in whole, any proposal.
3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division and The Authority’s purchasing rules.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required registration fee.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the West Virginia Code.
7. Vendor preference, if applicable, will be granted upon written request in accordance with the West Virginia Code.
8. Agencies of The State of West Virginia are exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Authority’s Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the vendor.
10. The laws of the State of West Virginia and the Legislative Rules shall govern all rights and duties under the Contract, including without limitation the validity of this Contract.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
13. HIPAA Business Associate Addendum - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

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

Rev. 12/28/16

WV PARKWAYS AUTHORITY
Purchasing Department