



West Virginia Parkways Authority
REQUEST FOR QUOTATIONS

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

10' 6" Aluminum Smooth Side Dump Body (1)

Proposals will be received at the office of the WV Parkways Authority, Administration Building, 3310 Piedmont Rd., Charleston, WV until **2PM on Thursday, August 10th, 2023.** If proposals are mailed via the U. S. Postal Service regular mail, they must be addressed to the WV Parkways Authority, P. O. Box 1469, Charleston, WV 25325. This mail is picked up by the Authority once a day between 7:00 and 8:00 a.m. However, Drop-Off, Express Mail One Day Service, Federal Express, United Parcel Service (UPS), etc. must be delivered / sent to the West Virginia Parkways Authority, 3310 Piedmont Rd., Charleston, WV 25306. Faxed or emailed bids will not be accepted.

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

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

Attn: Purchasing Department

RFQ: 10ft 6inch Aluminum Smooth Side Dump Body (1)

Bid Opening Date: 8/10/23

Specifications are available at www.wvturnpike.com

The West Virginia Parkways Authority reserves the right to reject any and/or all proposals. Prospective vendors are responsible for all toll charges incurred while providing goods or services to the West Virginia Parkways Authority.

The WVPA is an Equal Opportunity Employer.

SECTION 1.0 INSTRUCTIONS TO VENDORS SUBMITTING BIDS: The attached documents contain a solicitation for proposals. Please read these instructions and all documents in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's proposal. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of such Vendor's proposal.

1.1 Questions

All questions must be submitted in writing. Questions regarding this RFQ should be directed to Margaret Vickers, Director of Purchasing, Phone 304 926-1900, fax 304 926-1909 or email: mwickers@wvturnpike.com. Deadline to submit written questions: Monday, August 7th, 2023 by 12 noon EST. Non-written discussions, conversations, or questions and answers regarding this solicitation are preliminary in nature and are nonbinding. Submitted emails should have the proposal solicitation name in the subject line. Only information issued in writing and added to the Solicitation by an official written addendum is binding. Bid Submission page, Bid Pricing Page, Purchasing Affidavit and 2nd Addendum to Master Service Subscription Agreement must be submitted with the Vendors RFQ bid proposal.

1.2 Registration

Prior to contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division www.wvoasis.gov, WV Secretary of State, WV State Tax Department, as applicable, and any other entities as necessary. Each of these entities has different fees that may be applicable to their respective registration requirements.

1.3 Purchasing Affidavit

Vendors are required to sign, notarize and submit the Purchasing Affidavit stating that neither the Vendor nor related parties owe a debt to the State in excess of \$1,000.00. **The affidavit must be submitted with the Vendor's proposal.** A copy of the Purchasing Affidavit is included herewith.

1.4 Traditional Vendor Preference: Vendors that meet certain requirements are entitled to a price preference when bidding on 1) motor vehicles and 2) construction and maintenance equipment and machinery used in highway and other infrastructure projects. Vendors must request the preference in writing at the time of bid submission and provide (at the time of bid submission) all documentation necessary to prove its entitlement to the preference requested to be eligible. This preference is applied by increasing the bids of other vendors in comparison with the preference recipient.

1.5 Reciprocal Preference: The state of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W.Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. In order to receive the reciprocal preference, vendors must identify themselves as a West Virginia vendor, provide (at the time of bid submission) all documentation required by W. Va. CSR § 148-1-6.4.d.1. to prove its status as a resident of West Virginia, and request in writing (at the time of bid submission) that reciprocal preference be applied. The required documentation must include, but is not limited to:

- A. A Certificate of Good Standing from the West Virginia Tax Division;

- B. Documentation filed with the Secretary of State showing the state of incorporation, the address of all officers, the corporate headquarters, the address of the principal place of business, and other pertinent information. Entities not required to file with the Secretary of State may provide an affidavit confirming that the headquarters or principal place of business is in West Virginia, along with a copy of a utility bill in the name of the business entity;
- C. A copy of the most recent personal property tax ticket showing taxes have been paid; and
- D. D. An affidavit confirming that the business entity has paid all applicable business taxes imposed by Chapter 11 of the West Virginia Code.

1.6 SWAM Preference: A non-resident vendor certified as a small, women owned, or minority-owned (SWAM) business, pursuant to W. Va. Code § 5A-359, shall be provided the same preference made available to any resident vendor. The SWAM rules found in W. Va. § 148 C.S.R. 22-9 further explain that a non-resident SWAM business will receive the highest preference made available to a resident vendor in the solicitation for which the SWAM business has submitted a bid. In order to obtain this preference, however, a non-resident SWAM business must identify itself as such in writing with the bid and must be properly certified under the rules governing certification pursuant in W. Va. § 148 C.S.R. 22-1 et seq.

**WEST VIRGINIA PARKWAYS AUTHORITY
MAINTENANCE DIVISION**

PROCUREMENT SPECIFICATIONS

10' 6" Aluminum Smooth Side Dump Body

Units: One (1) 10' 6" Aluminum Smooth Side Dump Body

1.0 PURPOSE

These specifications describe a 10'6" (Ten Foot Six Inch) Aluminum Smooth Side Dump Body, (hereinafter referred to as "unit") to be purchased by the West Virginia Parkways Authority (hereafter referred to as "Authority"); define the provisions to be contained in proposals for the sale of said unit to the Authority; establish 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 bidders 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 Procurement
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.

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	Comply	Non Comply
5.1	DELIVERY POINT AND DELIVERY SCHEDULE	_____	_____
	<p>The Vender that's awarded the bid must deliver truck from 265 Neptune Drive, Beckley WV to the body vender for installation of the unit which are to be completed within Ninety (90) calendar days after the date of the purchase agreement by the successful bidder. Upon completion, the Bid Winner will pick up the unit and deliver to 265 Neptune Dr, Beckley. By marking "comply" with this specification indicates that the bidder <u>WILL</u> be completed with the unit in ninety (90) days. If the units are not completed within ninety (90) 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 completion. Any delays occasioned by forces outside the control of bidder will be taken into consideration by the Authority when assessing any penalty.</p>		
6.0	GENERAL	Comply	Non Comply
6.0.1	This specification describes a smooth side 10'6" aluminum body mounted on the truck with the hoist cylinder mounted and completely functional minus the hydraulic system (We will use our own hydraulic system)	_____	_____
6.0.2	Dump body capacity to be a minimum of 6 cu. Yd. water level	_____	_____
6.0.3	Front body bulkhead to be 3/16 inch aluminum	_____	_____
6.0.4	Rear corner post to be full depth. One piece 6061 T6 extruded construction from top of tailgate to bottom of rear bolster with integral rubber seal track	_____	_____
6.0.5	Rear bolster to be one piece, full width	_____	_____
6.0.6	Body sub-frame to be stacked construction aluminum	_____	_____
6.0.7	Body and body sub-frame to be reinforced to withstand severe duty service	_____	_____
6.0.8	Heavy gussets of minimum size 3/8' X 4" X 6" of all cross members on outside	_____	_____

6.0.9	Cab shield to have sufficient clearance to ensure shield will not hit exhaust when dumping on uneven terrain	_____	_____
6.1	DIMENSIONS	Comply	Non Comply
6.1.1	Inside length of body not to exceed 126 inches	_____	_____
6.1.2	Inside width 84 inches minimum	_____	_____
6.1.3	Outside width 96 inches maximum at rub rail	_____	_____
6.1.4	Cross member spacing 12 inches	_____	_____
6.1.5	Body spacing from cab 4 inch minimum	_____	_____
6.1.6	Basic side height 30 inches (measure from floor to top rail)	_____	_____
6.1.7	Tailgate height 36 inches (measure from floor to top rail)	_____	_____
6.1.8	Body overhang 10 inches – 18 inches (measure from center of hinge pin)	_____	_____
6.1.9	Cab protector 24 inches approximately with adequate clearance for cab mounted air horns	_____	_____
6.1.10	Cab protector to be 3/16 inch aluminum and to be sloped rearward for drainage purposes	_____	_____
6.2	CONSTRUCTION	Comply	Non Comply
6.2.1	Construction of the dump body bed sides, front, head, and tailgate shall conform to the following minimum specifications:	_____	_____
6.2.2	Minimum 50,000 PSI	_____	_____
6.2.3	Floor 3/8 inch thickness	_____	_____
6.2.4	To be a smooth side design	_____	_____
6.2.5	Outer wall to be of an inter-locking 6061 T6 vertical extruded design	_____	_____
6.2.6	The face of the outer-wall to be a minimum thickness of .188”	_____	_____

		Comply	Non Comply
6.2.7	The overall thickness of the outer panel to be a minimum of 2 inches	_____	_____
6.2.8	Top rail to be a minimum of 8.500 inch wide X 4.725 deep 6061 – T6 extrusion. This extrusion must accept an inner-locking outer side panel as well as a .190 inch 5454H32 inner-wall panel	_____	_____
6.2.9	The inner wall is to be 3/16” 5454H32 9 (one piece)	_____	_____
6.2.10	Front plate 3/16” thickness	_____	_____
6.2.11	Bottom rail to accept smooth side outer side panel 6061-T6 extrusion with integral outside slope full length	_____	_____
6.2.12	Cross members 4” X 5.4 lb./ft. box tubing	_____	_____
6.2.13	Longitudinal 6” 12.5 lb./ft. I-Beam minimum	_____	_____
6.2.14	Underbody 4” box member 6061-T6 extrusions 12” on center, Gussets to be 3/8 inch thickness	_____	_____
6.3	WELDING	Comply	Non Comply
6.3.1	All welding on the dump body should be done to Industry Standards	_____	_____
6.3.2	The rear corner post should be 6061-T6 extrusion with integral track for rubber seal	_____	_____
6.3.3	Cab protector sides, formed with gussets, should extend forward approximately 24 inches. Clearance above highest point of cab should be 3 inches minimum	_____	_____
6.4	HYDRAULIC HOIST CYLINDER	Comply	Non Comply
6.4.1	Mandatory: Hoist cylinder to be double-acting power-up/power-down and fully operable with hydraulics. Part # DAT 73-129-90	_____	_____
6.4.2	Dump body angle of 45 degrees maximum	_____	_____
6.4.3	Hoist cylinder to be mounted with hoses on the bottom of cylinder	_____	_____
6.4.4	Hoist Cylinder to be one cylinder front mounted	_____	_____

6.5	ACCESSORIES	Comply	Non Comply
6.5.1	Safety decals as required	_____	_____
6.5.2	Mud guards 10 gauge X 24" X 30" permanently attached in front of front rear tandems	_____	_____
6.5.3	Rear mud flaps	_____	_____
6.5.4	Dump body vendor to align exhaust stack for bed clearance	_____	_____
6.5.5	Shovel brackets to be installed on drivers side of bed next to steps	_____	_____
6.5.6	Air operated tailgate latches	_____	_____
6.5.7	Outside steps on drivers side front of bed with grab handle	_____	_____
6.5.8	OSHA approved back-up alarm	_____	_____
6.5.9	OSHA approved body supports, both sides	_____	_____
6.5.10	Unit to be equipped with 49,000 lb. capacity pintle hitch (Holland PH760 or equal) centered between rear frame rails. Height from ground to centerline of "pintle eye" to be 32 inches.	_____	_____
6.5.11	All lubrication points on hoist sub-frame shall be connected to remote bulkhead mounted grease fittings. Grease fitting manifold shall be located at curbside front of dump hoist sub-frame	_____	_____
6.6	LIGHTING	Comply	Non Comply
6.6.1	Weather/shock resistant LED type lights, Grote/Truck light or equal	_____	_____
6.6.2	All light connections to have sure snap plug assemblies and epoxy sealed electronics to protect against shock and vibration	_____	_____
6.6.3	All marker lights 2" diameter flush mount sealed beam lights with integral reflector mounted in rubber grommets	_____	_____
6.6.4	All ground wires to be attached with plated steel fastener	_____	_____

		Comply	Non Comply
6.6.5	Two (2) 6" oval strobe lights mounted in rubber grommets located on rear post and front side of cab protector	_____	_____
6.6.7	Tail lights and back-up lights to be oval, mounted in rubber grommets and located on the rear post	_____	_____
6.7	INSIDE BED	Comply	Non Comply
6.7.1	The inside walls of the dump box should be perpendicular to the floor with a 6 inch wide by ¼ inch thick plate welded on a 45 degree angle in the corner where the sides meet the floor to prevent buildup of material	_____	_____
6.7.2	½ inch Quick Silver bed liner installed 20 inches high along the sides, front of bed, and around the hoist cylinder tower with a welded 6 inch piece of aluminum material around the top of the liner to hold in place	_____	_____
6.8	TAILGATE	Comply	Non Comply
6.8.1	The tailgate to be hinged at top, flame cut hardware, pork chop type off-set hardware to achieve maximum opening of tailgate	_____	_____
6.8.2	Top hinge channel should have removable, chain tethered keeper pins	_____	_____
6.8.3	Latching action at bottom of gate should be air operable by the truck driver without leaving the truck cab	_____	_____
6.8.4	Gate to be self-aligning	_____	_____
6.8.5	Tailgate lower latch pins should be 1 ¼ inch diameter	_____	_____
6.8.6	The design and strength characteristics of the entire dump unit to be such that the unit structural members and the hoisting system will not suffer any deformation, damage, or structural failure resulting from raising a distributed full payload	_____	_____
6.8.7	The distance from the end of the floor lip to the end of the frame shall be approximately 18 inches	_____	_____

6.9	MISCELLANEOUS	Comply	Non Comply
6.9.1	The top side rails and tailgate to have 3/8 inverted angle on top for self-cleaning instead of wooden side boards	_____	_____
6.9.2	Body to have a 10 inch bolt on removable apron	_____	_____
6.9.3	Tailgate banjo's to be 1/2 inch 6061 material	_____	_____
6.9.4	All steel parts contacting the aluminum must be stainless steel	_____	_____
6.9.5	Rear control rod to be 1 1/4 inch stainless steel, pillar blocks will have brass bushings	_____	_____
6.9.6	Tailgate latches to have brass bushings with stainless steel pins	_____	_____
6.9.7	Shall have an electric roll up tarp system with a canvas tarp, bows, wind deflector, and controlled from inside the cab	_____	_____

BID SUBMISSION PAGE

10' 6" Aluminum Smooth Side Dump Body (1)

BID OPENING 8/10/23 AT 2PM

TOTAL COST _____

*All freight charges are to be included in cost of unit.

SUBMITTED BY:

COMPANY NAME _____

ADDRESS _____

PHONE 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(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

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

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

Purchasing Affidavit (Revised 01/19/2018)

2ND ADDENDUM TO MASTER SERVICE SUBSCRIPTION AGREEMENT

STATE AGENCY: WEST VIRGINIA PARKWAYS AUTHORITY
VENDOR:
COMMODITY:

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** – Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety
3. **GOVERNING LAW** – The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State’s governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** –Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.
6. **INTEREST** – Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** – Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** – Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** – Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, or individual, or any other party are deleted.
10. **SIMILAR SERVICES** – Any provisions limiting the Agency’s right to obtain similar services or equipment in the event of default of non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** – The Agency recognizes an obligation to pay attorney’s fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** – Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** – The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor’s liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** – Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** – Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** – Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** – Any provision requiring the Agency to purchase insurance for Vendor’s property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** – Any provision for repossession or equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** – Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** – Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** – All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
WEST VIRGINIA PARKWAYS AUTHORITY,
an agency of the State of West Virginia

VENDOR

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

1. Awards will be made in the best interest of the West Virginia Parkways Authority.
2. The Authority may accept or reject in part, or in whole, any proposal.
3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division and The Authority's purchasing rules.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required registration fee.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the West Virginia Code.
7. Vendor preference, if applicable, will be granted upon written request in accordance with the West Virginia Code.
8. Agencies of The State of West Virginia are exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Authority's Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the vendor.
10. The laws of the State of West Virginia and the Legislative Rules shall govern all rights and duties under the Contract, including without limitation the validity of this Contract.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
13. HIPAA Business Associate Addendum - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the RFP forms provided by the Authority.
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