



West Virginia Parkways Authority

REQUEST FOR QUOTATIONS

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

Electric Grinder Fiberglass Manhole with Controller

Proposals will be received at the office of the WV Parkways Authority, Administration Building, 3310 Piedmont Rd., Charleston, WV until **2PM on Wednesday, April 12th, 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: Electric Grinder Fiberglass Manhole with Controller

Bid Opening Date: 4/12/23

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: mvickers@wvturnpike.com. Deadline to submit written questions: Monday, April 10th, 2023 by 12noon EST. Non-written discussions, conversations, or questions and answers regarding this solicitation are preliminary in nature and are nonbinding. Submitted emails should have the proposal solicitation name in the subject line. Only information issued in writing and added to the Solicitation by an official written addendum is binding.

1.2 Registration

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

1.3 Purchasing Affidavit

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

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

1.5 Reciprocal Preference: The state of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W.Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia.

In order to receive the reciprocal preference, vendors must identify themselves as a West Virginia vendor, provide (at the time of bid submission) all documentation required by W. Va. CSR § 148-1-6.4.d.1. to prove its status as a resident of West Virginia, and request in writing (at the time of bid submission) that reciprocal preference be applied. The required documentation must include, but is not limited to:

- A. A Certificate of Good Standing from the West Virginia Tax Division;
- B. Documentation filed with the Secretary of State showing the state of incorporation, the address of all officers, the corporate headquarters, the address of the principal place of business, and other pertinent information. Entities not required to file with the Secretary of State may provide an affidavit confirming that the headquarters or principal place of business is in West Virginia, along with a copy of a utility bill in the name of the business entity;

- C. A copy of the most recent personal property tax ticket showing taxes have been paid; and
- D. D. An affidavit confirming that the business entity has paid all applicable business taxes imposed by Chapter 11 of the West Virginia Code.

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

AWARD CRITERIA

- 2.1** 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.
- 2.2** 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.
- 2.3** 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.

3.0 BIDDING PROCEDURES

- 3.1** 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

Manhole Grinder-Fiberglass Manhole-Controller

Scope of Work

1. Provide an Electric Grinder Fiberglass Manhole with Controller, that meets all-specifications as listed in Part 1, Part 2 and Part 3.
 - A. Product to be delivered to WV Parkways Authority at 374 George St, Beckley WV 25801
Attn: Warehouse.
2. Provide a manufacturer certified person to inspect equipment for proper installation.
 - A. Installation will be performed by WV Parkways Personnel.
3. Provide a manufacturer certified person to be on-site for startup of equipment to verify proper installation and operation.
4. Provide a manufacturer certified person on-site at start up for training of equipment.

SPECIFICATIONS

MANHOLE GRINDER – FIBERGLASS MANHOLE - CONTROLLER (2-Inch Hex Design)

PART 1 GENERAL

1.1 SUMMARY

- A. This section of the specification describes the SERIES 30005-0012 Electric Muffin Monster Manhole
- B. An approved equal shall be considered.
- C. The equipment shall be installed as shown on the plans, as recommended by the supplier, and in compliance with all OSHA, local, state, and federal codes and regulations.
- D. The number of Electric Grinder Manholes shall be ___1___.
- E. If bidder is **not** able to comply with the specifications listed in these Specifications a separate sheet must be attached to the bidder's proposal explaining the reason for the non-comply.

1.2 REFERENCES

- A. The Electric Grinder Manhole shall, as applicable, meet the requirements of the following industry standards:
 - 1. American Society for Testing and Materials (ASTM) D3753-81: Fiber-Reinforced Polyester Manholes.

- B. The Electric Manhole Grinder(s) shall, as applicable, meet the requirements of the following industry standards:
 - 1. American Society for Testing and Materials (ASTM) A36: Carbon Steel Plate
 - 2. American Society for Testing and Materials (ASTM) A536-84: Ferritic Ductile Iron Castings
 - 3. American Society for Testing and Materials (ASTM) A48-83: Grey Iron Casting
 - 4. American National Standards Institute (ANSI) B16.42-1979, Class 150 Flanges
 - 5. American Iron and Steel Institute (AISI) 303 Stainless Steel
 - 6. American Iron and Steel Institute (AISI) 304 Stainless Steel
 - 7. American Iron and Steel Institute (AISI) 316 Stainless Steel
 - 8. American Iron and Steel Institute (AISI) 4130 Heat Treated Alloy Steel
 - 9. American Iron and Steel Institute (AISI) 4140 Heat Treated Alloy Steel
 - 10. American Iron and Steel Institute (AISI) 8620 Heat Treated Alloy Steel
 - 11. American Iron and Steel Institute (AISI) 17-4 Stainless Steel
 - 12. Society of Automotive Engineers (SAE) 660 Bearing Bronze

- C. Controllers shall, as applicable, meet the requirements of the following Regulatory Agencies:
 - 1. National Electrical Manufacturer's Association (NEMA) Standards
 - 2. National Electric Code (NEC)
 - 3. Underwriters Laboratory (UL and cUL)
 - 4. International Electrotechnical Commission (IEC)

1.3 DOCUMENTS

A. Submittals

Supplier shall submit **two (2)** sets of submittals. Submittals shall include equipment descriptions, functional descriptions, dimensional and assembly drawings, catalog data, and job specific drawings.

B. Operation and Maintenance Manuals

The supplier shall provide **two (2)** Operation & Maintenance manuals. An **electronic version** shall be supplied to create additional copies. The manuals shall include equipment descriptions, operating instructions, drawings, troubleshooting techniques, a recommended schedule, and the recommended lubricants.

1.4 QUALITY ASSURANCE

A. Identification

1. Equipment shall be identified with a corrosion resistant nameplate affixed in a conspicuous location.
2. Nameplate information shall include manufacturer's name and address, equipment model number, and serial number.

B. Manufacturer

1. Supplier shall be ISO9001 certified and have a minimum 30 years experience as a manufacturer of municipal waste water equipment and a minimum 5,000 prior installations of similar equipment.
2. Supplier shall provide a list of reference sites for similar equipment for verification by the Engineer or Owner's Representative.
3. Supplier shall conduct factory testing and verification of equipment prior to shipment.

C. Installation & Start-up

1. Supplier shall provide services of a factory trained representative to check installation and review start-up of equipment and controls.
2. Supplier Representative shall inspect and approve site installation and supervise a review of the operation of the equipment.
3. Supplier Representative shall provide training on operation and maintenance requirements of the equipment.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Packaging

1. Containers or skids shall be constructed for normal shipping, handling, and storage.
2. Containers shall provide adequate protection for the equipment in a dry indoor environment between +40° F (+4.5° C) and +100° F (+37.8° C).

1.6 WARRANTY

Manufacturers standard 12-month limited warranty shall be provided on equipment.

PART 2 PRODUCTS

2.1 ELECTRIC MANHOLE GRINDER

A. Summary

Grinder shall reduce or shred influent solids for protection of downstream equipment. Grinder shall be two shafted design consisting of individual cutters and spacers of equal diameter on both shafts. Grinder shall have high flow or slotted side rails. Grinder shall have an immersible motor and speed reducer for cutter drive.

Each manhole shall have a minimum ½-inch wall thickness, able to withstand a static load of 150 lb/ft per foot of depth with less than ¼-inch deflection. The manhole shall be fabricated with polyester resin, in one integral piece that is structurally strong, lightweight, watertight and corrosion resistant to salt water, ground water, corrosive soil conditions and many commonly encountered industrial chemicals.

The interior surface shall have a smooth white isophthalic gelcoat surface integral to the laminate and not applied as a spray on secondary process.

B Grinder Components

1. Cutters and Spacers
 - a. Cutting stack shall be a nominal height of 12 inches (305 mm).
 - b. Cutter shall be an individual disk constructed of alloy steel surface ground to thickness of .438-inches +.000/-.001 (11 mm +.000/-.003).
 - c. Cutters shall be heat treated to produce a hardness of 45-53 Rockwell C.
 - d. Cutters shall have 7 cam shaped teeth. Tooth height shall not be greater than ½-inch (13 mm) above the root diameter of the cutter.

- e. Spacers shall be an individual disk constructed of alloy steel surface ground to a thickness of .446-inches $+0.001/-0.000$ (11.3 mm $+0.003/-0.000$).
 - f. Spacers shall have a hardness of 40-45 Rockwell C.
 - g. Spacers shall have a smooth outside diameter with no tooth profiles.
2. Shafts
- a. Shafts shall be ASTM 4140 alloy steel with a minimum tensile strength of 149,000 PSI (1,027 kPA).
 - b. Shafts shall be measure a nominal 2-inches (51 mm) across flats of hex.
 - c. Shafts shall be hardened to 38-42 Rockwell C.
3. Seal Cartridges
- a. Seal cartridges shall be rated to a maximum of 90 PSI (620 kPA).
 - b. Seal cartridges shall not require flushing.
 - c. Dynamic and rotating seal faces shall be tungsten carbide with 6% nickel binder.
 - d. O-rings shall be constructed of Buna-N (Nitrile).
 - e. Radial and axial loads shall be borne by sealed, oversized, deep-groove ball bearings.
4. Housings and Covers
- a. Top cover and end housings shall be ASTM A536-84 ductile iron.
 - b. Bottom cover shall be ASTM A36 steel.
 - c. End housing shall have integral bushing deflectors to guide solids away from seal cartridges.
 - d. End housings shall have directional flow arrows cast into the external side walls.
5. Side Rails
- a. Side rails shall be ASTM A536-84 ductile iron.
 - b. Side rails shall have evenly-spaced horizontal slots to increase flow and decrease water head loss through the grinder. Slots shall only be located on the upstream or influent side of the rail and the effluent side of the rail shall be void of slots to allow for unobstructed flow.
 - c. Inside profile of the cutters shall be concave and follow the radial arc of the cutters.

- d. Clearance between the outside diameter of cutters and concave arc of the side rail shall not exceed 5/16-inch (7.9 mm).

6. Speed Reducer

- a. Reducer shall be manufactured by Sumitomo Machinery Corporation of America.
- b. Reducer shall be internal planetary mechanism with trochoidal curved tooth profile.
- c. Reducer shall be a vertically mounted with 29:1 single reduction.
- d. Reducer shall be grease lubricated.

7. Motor

- a. Motor shall be manufactured by Baldor Electric Company.
- b. Motor shall be TEXP immersible – type, 5 hp (3.75 kW), 1770 rpm, 208 volt, 3 phase, 60 Hz.
- c. Motor shall have a minimum service factor of 1.15

C. Manhole Components

- a. Fiberglass barrel shall be 48 inches (121.92 cm) in diameter.
- b. Inlet and outlet pipe stubs, 6 inch (15.24 cm), 8 inch (20.32 cm), 10 inch (25.4 cm), or 12 inch (30.48 cm) with corresponding slip flange bolting connections for connection to incoming and outgoing pipes shall be supplied.
- c. Stainless steel (T-304) anchoring brackets (4) for anchoring manhole to concrete base shall be supplied.
- d. A ½ inch (1.27 cm) thick expanded polystyrene bead board for placement on concrete slab under manhole shall be supplied.
- e. Internally-mounted fiberglass ladder with non-slip traction surface (meet or exceed OSHA General Industry Standards, Part 1910.27 for “Fixed Ladders” shall be supplied.
- f. Non-traffic areas above grade manhole shall have lockable fiberglass lid able to withstand 1000 lbs. (453.6 kg) top load.
- g. Traffic area manhole shall have concentric manway able to withstand 16,000 (7257.5 kg) vertical dynamic wheel load plus lateral forces with opening of 28 inches (71.12 cm) I.D. min. for use with cast-iron cover. To be supplied by other.
- h. Factory installed and tested internally-mounted 306 SS (316 SS optional) guide rails for grinder installation and removal shall be supplied.

D. CONTROLLER

1. Controller shall provide control of the grinder and be designed to control one (1) 5 hp motor at 208 volts, 3 phase, 60 Hz. The controller shall have indicator lights, switches and other control devices.
 - a. Enclosure shall be fiberglass reinforced polyester NEMA 4X .
 - b. Enclosure shall house the control devices, motor starters, and PLC.
 - c. Grinder ON-OFF/RESET-REMOTE three-position 22mm type, NEMA 4X selector switch
 - d. In the OFF/RESET position, the grinder shall not run.

2.2 GRINDER PERFORMANCE

1. The grinder will be capable of processing up to 490 GPM (31 L/S) with a minimum head loss of twelve (12) inches (305 mm) based on clear wastewater at a typical downstream water level of four (4) inches (102 mm).
2. Grinder shall provide peak shaft torque of 4,756 lb-in/hp (721 Nm/kW).
3. Grinder shall provide peak force at cutter tip of 2,051 lb_f/hp (12,234 N/kW).
 - a. In the ON position, the grinder shall run continuously.
 - b. In the REMOTE position, the grinder shall start and stop as controlled by an external device.
 - c. Selector switch shall be the only method for resetting the controller after a failure.
4. Pilot Lights
 - a. Lights shall be LED type 22 mm, rated NEMA 4X.
 - b. Lights shall indicate POWER ON, RUN, and FAIL.
5. Programmable Logic Controller (PLC)
 - a. PLC shall be manufactured by Panasonic.
 - b. PLC shall have a minimum of 16K of memory.
6. Motor Starter
 - a. Starter shall be a full-voltage reversing type with 120 volt operating coils.
 - b. Overload relays shall be adjustable and sized to full load amperes (FLA) of the motor.

7. Control Transformer
 - a. Control transformer shall be minimum 130 VA.
 - b. Control transformer primary and secondary shall be fused for over current protection.
8. Current Transducer
 - a. Current transducer shall be manufactured by Veris Industries.
 - b. Current transducer shall have adjustable set point from 1-135A with 200 ms or less response time.
9. Fail Conditions
 - a. When a grinder jam obstruction occurs, the controller shall stop the grinder and reverse the rotation to clear the obstruction. If the obstruction is cleared, the controller shall return the grinder to normal operation. If three (3) reverses occur within a 30 second interval, the controller shall stop the grinder motor in a jam condition and activate the grinder FAIL indicator and relay.
 - b. When a power failure occurs while the grinder is operating, the grinder will resume operation once power is restored.
 - c. When a power failure occurs while the grinder is in a fail condition, once power is restored the fail indicator shall reactivate and remain until reset.
 - d. Reset of the grinder shall be accomplished from the controller only.

PART 3 EXECUTION

3.1 INSTALLATION

Electric Grinder Manholes shall be installed in accordance with supplier's installation instructions, and in accordance with all OSHA, local, state, and federal codes and regulations.

Installation to be performed by WV Parkways personnel.

3.2 TESTING

Test of grinder(s) shall demonstrate correct alignment, smooth operation. Test period shall demonstrate simulated jam condition for grinder.

3.3 TRAINING

A field training course shall be provided for operation and supervisory staff members. Field instruction shall cover items for successful operation contained in the operation & maintenance manuals.

BID SUBMISSION PAGE

ELECTRIC GRINDER FIBERGLASS MANHOLE WITH CONTROLLER

BID OPENING 4/12/23

MANUFACTURER _____

MODEL NAME _____

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(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