



**West Virginia Parkways Authority**

## **REQUEST FOR QUOTATIONS**

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

### **HYDRAULIC EXCAVATOR**

Proposals will be received at the office of the WV Parkways Authority, Administration Building, 3310 Piedmont Rd., Charleston, WV until **2PM on Wednesday, September 1<sup>st</sup>, 2021.** 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](http://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: Hydraulic Excavator (1)**

**Bid Opening Date: 9/1/21**

Specifications are available at [www.wvturnpike.com](http://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](mailto:mvickers@wvturnpike.com). Deadline to submit written questions: Friday, August 27<sup>th</sup>, 2021 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.

### **1.2 Registration**

Prior to contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division [www.wvoasis.gov](http://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.

# **WEST VIRGINIA PARKWAYS AUTHORITY**

## **MAINTENANCE DIVISION**

### **PROCUREMENT SPECIFICATIONS**

#### **Hydraulic Excavator**

**Units:** One (1)

#### **1.0 PURPOSE**

It is the purpose of these specifications to describe a Hydraulic Excavator, (hereinafter referred to as "unit") to be purchased for use by the West Virginia Parkways Authority (hereafter referred to as Authority); to define the provisions to be contained in proposals for the sale of said unit to the Authority; establish a schedule for delivery and the criteria for gauging the compliance of the bidder to these specifications.

#### **2.0 BIDDING PROCEDURES**

- 2.1** The current purchasing procedures regarding bidding as established by the Department of Finance and Administration, Purchasing Division and the Authority shall apply.
- 2.2** Bidders shall return an original set of these specifications 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. 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 does, or does not, reduce the quality and performance of the affected unit below an acceptable level.
- 2.6** Bidders may submit additional manufacturer's literature and information pertinent to their proposal.

#### **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 etc. 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 application for Certificates of Title are received.
- 3.3** The bidder shall have a qualified service representative in attendance during the first full day of start-up operations to make any adjustments. This is in addition to any training required in these 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 desirable specifications 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 may request a bidder to conduct a demonstration of the proposed unit under actual operational conditions. If so, the bidder will have 15 days from notice to conduct such demonstration.
- 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	<b>IDENTIFICATION OF THE UNIT BEING PROPOSED</b>		
	<p>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.</p>	_____	_____
		Comply	Non Comply
5.2	<b>DELIVERY POINT AND DELIVERY SCHEDULE</b>		
	<p>Delivery point of completely assembled unit will be the West Virginia Parkways Authority, 262 Neptune Drive, Beckley, WV 25801 within one hundred fifty (150) calendar days after the date of the purchase agreement, by the successful bidder. Marking “comply” to this specification indicates that the bidder <u>WILL</u> deliver the unit in 150 days. If the unit is not delivered within 150 days, or alternate days proposed, the Authority has the right to cancel the award and negotiate with the second highest ranked bidder.</p>	_____	_____
5.3	<b>OPERATING AND SERVICE MANUALS AND PARTS LITST</b>		
	<p>Two (2) operator manuals shall be included with each unit upon delivery. In addition, there shall be a total of three (3) service, shop, or maintenance manuals, and three (3) parts manuals included with the total delivery.</p>	_____	_____

		Comply	Non Comply
<b>5.4</b>	<b>TRAINING</b>		
	Manufacturers and/or dealers will be required to stage a thorough seminar on the subject of Preventive Maintenance and Operator Training. The seminar is to be held at the West Virginia Parkways Authority, 262 Neptune Drive, Beckley, WV 25801.	_____	_____
<b>5.5</b>	<b>MANUFACTURER’S WARRANTY AND SERVICE POLICY</b>		
5.5.1	Failure by a manufacturer’s authorized dealer to render warranty service when properly presented may subject manufacturer’s line for suspension from the approved products list until satisfactory evidence of correction is presented. The warranty table shown below shall be the minimum warranty provided. A copy of the manufacturer’s warranty shall be attached to this bid proposal. Any exceptions or additions to the manufacturer’s warranty shall be clearly noted by the bidder.	_____	_____
		Comply	Non Comply
5.5.2	Such warranty or service policy is to be recognized at any authorized unit dealer, representing manufacturer of proposed unit throughout the State of West Virginia. 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 to the Authority. <u>All units shall be accompanied upon delivery by the machine manufacturer's properly executed warranty or service policy.</u>	_____	_____
<b>5.6</b>	<b>PARTS AND SERVICE DISCOUNTS</b>		
	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 allowed on the usual and normal shop rate charged to retail customers for the same type of work done. Discount on parts should be that percentage granted on manufacturer's list price.	_____	_____
	Discount on labor: _____		
	Discount on Parts: _____		

5.7	UNSPECIFIED ACCESSORIES AND FEATURES	Comply	Non Comply
	<p>All parts, equipment accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit with power plant, drive system, operator accommodations and operator controls, shall be furnished with the unit and shall conform in strength, quality of material and quality of workmanship to those which are advertised and provided to the market in general by the unit industry.</p> <p>All parts and accessories advertised and regularly supplied as standard shall be included, except those which would represent duplication of these specified, and except those which, by specification, are not to be furnished. All standard safety features, required by federal and state law, shall be included. Where applicable, tire and rim dimensions, design, and safety standards shall conform to the latest Tire and Rim Association specifications. Pneumatic tires shall conform to the latest federal specifications concerning the interest of public safety.</p>	_____	_____
6.0	TECHNICAL SPECIFICATIONS	Comply	Non Comply
6.1	ENGINE		
6.1.1	Minimum of 4 cylinders, and made by the manufacturer of the equipment	_____	_____
6.1.2	Minimum 118 Net Horsepower @ 1,800 rpm. Maximum 152 Horsepower @1800 rpm.	_____	_____
6.1.3	Water cooled and turbocharged.	_____	_____
6.1.4	Engine shall be tier 4 final.	_____	_____
6.1.5	Regeneration shall be passive and not require input from the operator or disrupt his work	_____	_____
6.1.6	Diesel particulate filter shall need require servicing for the first 5,000 hours	_____	_____
6.1.7	Engine shall have automatic fuel priming pump	_____	_____
6.1.8	Machine shall have automatic idle engine shutdown feature	_____	_____
6.1.9	Machine shall have an easily accessible ground level emergency shutdown switch	_____	_____
6.1.10	Ground level serviceability	_____	_____



6.2	OPERATING WEIGHT	Comply	Non Comply
6.2.1	Machine equipped with all attachments as outlined below must be a minimum of 38,000 lbs. and a maximum of 45,000 lbs.	_____	_____
6.3	UNDERCARRIAGE AND STRUCTURES		
6.3.1	Machine should be equipped with a boom of 16' feet 6" inches minimum and a maximum of 17' feet 1" inches.	_____	_____
6.3.2	Arm should be 8' feet 4" inches to maximum of 10' feet 2" inches.	_____	_____
6.3.3	Grease lubricated track length with 24" single grouser pads.	_____	_____
6.3.4	Overall track width 8' feet 6" inches (with 24" shoe).	_____	_____
6.3.5	Track length up to 13' feet 2" inches	_____	_____
6.3.6	Track on ground 10 feet 5 inches	_____	_____
6.3.7	Track gauge 6' feet 6" inches	_____	_____
6.3.8	Minimum drawbar pull (tractive effort) 32,600 lbs.	_____	_____
6.3.9	Maximum travel speed 3.5 mph	_____	_____
6.3.10	Track link pitch 7.5 inches	_____	_____
6.3.11	Ground clearance up to 20" inches	_____	_____
6.3.12	Number of bottom track rollers 7 each side	_____	_____
6.3.13	Number of upper rollers 2 each side	_____	_____
6.3.14	Maximum grade ability 35°/70%	_____	_____
6.4	HYDRAULIC SYSTEM		
6.4.1	Hydraulic system shall be of manufacturer's latest design, having a minimum of two variable-displacement axial-piston pumps. Minimum 34 gallons per minute pumps, or single variable- displacement axial-piston pump at 74 gpm minimum.	_____	_____
6.4.2	Flows and pressure shall be controlled by electric and hydraulic signals. It shall be equipped with a self-diagnostic monitoring system viewable in the operator's cab.	_____	_____
6.4.3	System pressure shall not exceed a maximum of 5,600 psi, minimum 4,700 psi.	_____	_____
6.4.4	Control levers in the operator's cab shall be of a low effort design (hydraulic over hydraulic).	_____	_____
6.4.5	Main control valve shall be equipped with Load Holding valves for boom and arm circuits.	_____	_____
6.4.6	Filtration shall be as follows: Suction filter screens are a minimum of 80 meshes and return filter, case drain filter and pilot filter of 10 micron.	_____	_____

		Comply	Non Comply
6.4.7	Swing rebound dampening shall provide smooth swing braking.	_____	_____
6.4.8	Excavator shall have boom, arm and swing priority systems controlled via servo, and activated by a safety lock lever.	_____	_____
6.4.9	Regeneration system shall prevent arm and boom cylinder cavitations and facilitate better cylinder speed.	_____	_____
6.4.10	Hydraulic cylinders shall be of excavator's manufactured design and be repairable in the field if needed.	_____	_____
6.4.11	Excavator shall be equipped with manufacturer's standard hammer/shear, two pump hydraulic circuit having variable flow control as standard and it shall be equipped with manufacturer's standard hydraulic for bucket quick fit operation.	_____	_____
6.4.12	Excavator shall be equipped with a pedal control for hammer/shear operation.	_____	_____
6.4.13	Excavator shall be equipped with manufacturer's hammer/shear hydraulic pressure control circuit.	_____	_____
6.4.14	Excavator shall be equipped with manufacturer's proportional joystick control switches.	_____	_____
6.4.15	Excavator shall be equipped with manufacturer's slope/rotator hydraulic circuit.	_____	_____
6.4.16	Auxiliary piping with diverter valve with use of attachments with hydraulic thumb.	_____	_____
6.4.17	Excavator shall be equipped with manufacturer's boom float circuit.	_____	_____
6.4.18	Auxiliary hydraulic system setting shall be password protected.	_____	_____
6.4.19	Excavator shall be equipped with manufacturer's case drain system for auxiliary hydraulics.	_____	_____
<b>6.9</b>	<b>ATTACHMENT</b>	<b>Comply</b>	<b>Non Comply</b>
6.9.1	Minimum 1.24 cubic yard, 42" inch general purpose bucket with teeth.	_____	_____
6.9.2	To be equipped with bolt-on side cutters.	_____	_____
6.9.3	Hydraulic tilting coupler with cab controls and safety locking switches.	_____	_____
6.9.4	Main pin mounted progressive link hydraulic thumb.	_____	_____
<b>6.10</b>	<b>CAB</b>		
6.10.1	Integral ROPS/FOPS design.	_____	_____
6.10.2	Sound suppression to meet OSHA/MSHA standards.	_____	_____
6.10.3	Factory installed A/C	_____	_____
6.10.4	Pressurized cab with air filter.	_____	_____
6.10.5	Outside mirrors (left and right).	_____	_____

		<b>Comply</b>	<b>Non Comply</b>
6.10.6	Windshield wiper.	_____	_____
6.10.7	Must be equipped with a horn.	_____	_____
6.10.8	Operator's seat with fully adjustable air suspension and adjustable armrest, and seat belt.	_____	_____
6.10.9	Seat mounted joy stick controls to operate both lift and tilt functions	_____	_____
6.10.10	Camera system must have minimum rear view and right side cameras.	_____	_____
6.10.11	Required LED Lights:	_____	_____
	a. 2- Front mounted head lights		
	b. 2- Cab mounted work lights (front)		
	c. 2- Boom mounted work lights		
6.10.12	Required Gauges:	_____	_____
	a. Engine coolant temperature		
	b. Fuel level		
	c. Hydraulic oil temperature		
	d. Voltmeter		
<b>6.11</b>	<b>ELECTRICAL</b>		
6.11.1	Minimum 24 volt system	_____	_____
6.11.2	Minimum 110 amp alternator	_____	_____
6.11.3	Batteries: 2x 12V (750 cca)	_____	_____
<b>6.12</b>	<b>ADDITIONAL OPTIONS TO BE INCLUDED:</b>		
6.12.1	Full front guard and bolt on top guard for rock protection.	_____	_____
6.12.2	Must be equipped with master electrical disconnect switch	_____	_____

**SUBMISSION PAGE**

**HYDRAULIC EXCAVATOR (1)**

**BID OPENING 9/1/21 AT 2PM**

MANUFACTURER \_\_\_\_\_

MODEL YEAR \_\_\_\_\_

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](http://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)*

## 2<sup>ND</sup> 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

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

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

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

Bidder: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

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