



**West Virginia Parkways Authority**  
**REQUEST FOR QUOTATIONS**

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

**RWIS Non-Invasive Roadway Sensors**

Proposals will be received at the office of the WV Parkways Authority, Administration Building, 3310 Piedmont Rd., Charleston, WV until **2PM on Tuesday, September 12<sup>th</sup>, 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](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: RWIS Non-Invasive Roadway Sensors**

**Bid Opening Date: 9/12/23**

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: Thursday, September 7<sup>th</sup>, 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 2<sup>nd</sup> 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](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, 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**

**RWIS  
NON-INVASIVE ROADWAY SENSORS**

**Units: 8 Locations**

**1.0 PURPOSE**

The purpose of this solicitation is the Installation of a RWIS NON-INVASIVE ROADWAY SENSORS system at 8 various sites with software. Hereinafter referred to as "Units" and for the **Yearly** Maintenance/Inspection of all Sensor Sites referred to as "Services". Services to be provided or purchased by the West Virginia Parkways Authority (hereafter referred to as "Authority"); will be done in an agreed and acceptable time. The bidder shall define the provisions to be contained in proposals for the sale of said Services to the Authority; establish an enforceable schedule for delivery; and establish criteria for gauging the compliance of the bidder to these specifications.

**1.1 DESCRIPTION:**

One component of the West Virginia Parkways Authority – Intelligent Transportation System (ITS) program is the deployment of a Road Weather Information System (RWIS). The Authority will be soliciting Contractors/Vendors to provide a RWIS package that would compose of hardware, software, and communications for one or more sites between Princeton, WV and Charleston, WV on Interstate 77/64. These RWIS systems will improve the ability of the WVPA personnel to manage roadways in response to current meteorological conditions. This will increase the level of service along the Turnpike.

**1.2 Vendor Responsibilities:**

The Role of the Vendor shall be:

1. Furnish, Deliver, and install a complete RWIS hardware/software package to contract locations with assistance from Parkways employees.
2. Assure that the installed RWIS is functioning and reporting by pulling or pushing data over the agreed network. (prefer Pulling)
3. Work with the Authority's coordinator or their designee to configure and test all communications hardware associated contracted RWIS installation.
4. Provide site installation and calibration support for the RWIS.
5. Provide technical support, and support documentation within the contract.
6. Provide training on aspects of the RWIS system to include the following:
  - a. Introduction to data acquisition
  - b. Remote Processing Units (RPU) per site as needed
  - c. NTCIP Compliant Software
  - d. Non-Invasive Pavement Sensors (heated)
  - f. Current Atmospheric Weather Sensors
  - h. AT&T Cingular Modem (HSPDA/HSPUA capable) consult the WVPA for modem specifications
  - i. Troubleshooting, Repair, Preventative Maintenance Best Practices
  - j. Operational use of All Diagnostic, Testing, Calibration or Other software required to support RWIS locations.
  - k. Copies of field maintenance and repair guides and manuals (Physical and electronic); hands-on training at each type of operational RWIS site

## **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 Services and Units must meet the specifications fully in order to be marked “comply”. All non-comply answers are to be fully explained on a separate sheet to be attached to the bidder’s proposal.
- 2.4** FAILURE TO PROVIDE THE INFORMATION REQUESTED IN SECTION 2.3 MAY BE CAUSE TO REJECT THE BID.
- 2.5** It may be determined by the Authority that non-compliance with a Service/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 Licenses and information pertinent to their proposal as may be available.
- 2.7** Bidders may submit more than one proposal if different Services or options 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:
- 2.9** 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](mailto:mvickers@wvturnpike.com)

## **3.0 CONDITION OF SERVICE(S) UPON DELIVERY**

- 3.1** All Services shall be at the designated Locations having been completely pre-scheduled with all personnel involved. Services shall be done in a manner that is completely professional and in a timely manner. All prescribed precautions and safety pertaining to safe operations of the Units shall be posted conspicuously on or near the unit for ready observance by the operator.
- 3.2** Upon delivery, the Authority will perform a complete inspection of the Services/Units to assure that the Services/Units meets the Authority’s specifications or accepted alternatives. Final processing for payment may not be initiated until the Services are 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 Units/Services 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 alternative is comparable in performance, quality and functionality.
- 4.2** The Authority realizes that certain Services 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 Services in as much detail as possible. If the vendor wishes to point out certain beneficial features of his proposed Service, 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 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 quote submitted.
- 4.4** 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 Services within the specified time of \$25.00 per day for each day beyond the specified deadline for delivery. Any delays occasioned by forces outside the control of bidder will be taken into consideration by the Authority when assessing any penalty.
- 4.5** A Work Narrative will be required before any installation work is scheduled. The Authority will need to agree with the work narrative before any work is scheduled.
- 4.6** Traffic control for the installation of this RWIS system will be provided by the Parkways Authority when scheduled with an approved work narrative.
- 4.7** Any equipment needed for the installation of the RWIS system that the Parkways Authority owns will also be provided if it is available. (Bucket Truck etc....)

<b>GENERAL SPECIFICATIONS</b>		<b>Comply</b>	<b>Non Comply</b>
<b>5.0</b>		_____	_____
<b>5.1</b>	<p><b>IDENTIFICATION OF THE UNITS/SERVICES BEING PROPOSED</b>            INSTALLATION/INSPECTION points will be starting at mile marker 17.6 to mile marker 94.5 on I77.            These locations will need to be Inspected/Serviced on a Yearly basis for a minimum of <b>5 years</b>.            Marking “comply” with this specification indicates that the bidder <u>WILL</u> provide Services yearly to the Authority for 5 years.</p>	_____	_____
		<b>Comply</b>	<b>Non Comply</b>
<b>5.2</b>	The successful bidder shall be provided a list of all service locations and last inspection dates. Vendor must provide 48-hour prior notice of inspection services	_____	_____
<b>5.3</b>	<p><b>Operators/Maintenance Manual</b>            One (1) operator/maintenance manual shall be included with each of the unit(s) upon delivery.</p>	_____	_____
<b>5.4</b>	One Trouble shooting guide per site for Hardware and Software	_____	_____
<b>5.5</b>	The winning Bidder shall insure that the units proposed will have replacement parts accessible and/or the units will be upgradable with newer parts	_____	_____
<b>5.6</b>	<p><b>Training will include:</b>            Performing routine maintenance, testing of the system Communications, Troubleshooting and Hands-on Hardware troubleshooting.</p>	_____	_____
<b>5.7</b>	<p><b>MANUFACTURER’S WARRANTY AND SERVICE POLICY</b>            The manufacturer's standard warranty or service policy is to apply to each New Unit and attached hardware. Such warranty or service policy is to be recognized at any authorized/franchised unit dealer, representing manufacturer of proposed unit throughout the State of West Virginia and within a radius of 80 miles from the delivery point. The applicable warranty or service policy shall not be contingent upon obtaining routine servicing of the unit from a factory-authorized agency. It shall be the responsibility of the bidder to make available all replacement parts, components, and materials found to be defective under the terms of the warranty, and without cost (including labor cost) to the Authority. The unit shall be accompanied upon delivery by the unit manufacturers properly executed warranty or service policy.            Units shall be warranted from any defects for at least <b>24 months</b> from the delivery date, including any other required warranties from section 6.</p>	_____	_____

<b>5.8</b>	<b>Service Calls</b>	Comply	Non Comply
	The bidder shall specify the amount of discount, other than warranty work, it will grant to the Authority on parts and labor for the first year that the Authority has each New Unit in operation. Discount on labor should be that percentage discounted from the usual and normal hourly or flat rate shop rate charged to retail customers for the same type of work done. Discount on parts should be that percentage discounted from manufacturer's list price.	_____	_____
	Discount on labor: _____		
	Discount on Parts: _____		
<b>6.0</b>	<b>GENERAL SERVICES</b>	Comply	Non Comply
<b>6.0.1</b>	The Services are to be within the timeline specified and agreed to by the Bidder and The Authority	_____	_____
<b>6.0.2</b>	Yearly Maintenance/Inspection Services shall be done within the contract for no less than 5 years.	_____	_____
<b>6.0.3</b>	The Maintenance/Inspection Service shall include that the Units are working correctly and Securely Mounted with correct Brackets.	_____	_____
<b>6.0.4</b>	All Services for the first 24 months shall include all replacement parts, installation, and any adjustments during the yearly Inspection of Units	_____	_____
<b>6.0.5</b>	All Services shall follow the safety regulations set forth by the Authority	_____	_____
<b>6.0.6</b>	The Services shall follow outlines related to requirements for the units Manufacturers specifications and recommendations.	_____	_____
<b>6.0.7</b>	The Services Provider must provide proof of liability insurance and upon contract award, name the Parkways Authority as an additional insured Before any installation can begin	_____	_____
<b>6.1</b>	<b>Unit Specifics</b>		
<b>6.1.1</b>	The Authority requires RWIS devices to be Non-Invasive	_____	_____
<b>6.1.2</b>	The Controller, Road Sensors, and/or Weather Sensors, and Remote Processing Unit shall operate during the following environmental conditions: a. Temperature Range: -40°F to 150°F b. Humidity: 0% to 100%	_____	_____
<b>6.1.3</b>	The Vendor shall be responsible for conducting all necessary hardware and software TESTS to provide communications at each site with authorized Authority personnel.	_____	_____
<b>6.1.4</b>	The Vendor shall provide internet-based information displays from each RWIS site	_____	_____
<b>6.1.5</b>	Each Unit installed shall be the most current available model, ready for use and meeting the specifications with the ability to add additional hardware, cameras, sight distance sensors, alarms etc..	_____	_____



		Comply	Non Comply
<b>6.1.6</b>	Each Unit shall have an Appropriately Sized “weatherproof cabinet” installed to safely store hardware being used with the option of adding additional services	_____	_____
<b>6.1.7</b>	All conductors entering and leaving the cabinet shall be protected by surge protectors. Data lines shall also contain surge protection.	_____	_____
<b>6.1.8</b>	Weather measurements shall include air temperature, ground temperature, relative humidity, precipitation type, precipitation intensity, precipitation quantity, wind speed, wind direction	_____	_____
<b>6.1.9</b>	All Non-Invasive sensors shall be capable of recording and distinguishing the following conditions:		
	a. Surface Conditions (dry, wet, snow, ice)	_____	_____
	b. Surface Temperature	_____	_____
	c. Precipitation Thickness (water, snow, ice)	_____	_____
	d. Friction Coefficient of Roadway	_____	_____
	e. Chemical Factor	_____	_____
<b>6.1.10</b>	The Authority requires a communications system that is compatible with multiple RWIS Vendor RPU/s currently available.	_____	_____
<b>6.1.11</b>	The Vendor shall fully test and perform the initial calibration for each RWIS location, as well as the full system and its components, to ensure that the system meets all operational requirements and that the system functions properly.	_____	_____
<b>6.1.12</b>	The Vendor shall supply all hardware including pole and base. If an existing pole or structure is at the location, that is suitable for the sensor, the Authority may allow the existing structure to be used only upon approval by the Authority.	_____	_____
<b>6.1.13</b>	Heated sensors or weather stations if optional	_____	_____

**SUBMISSION PAGE**

**RWIS NON-INVASIVE ROADWAY SENSORS**

**BID OPENING 9/12/23 AT 2PM**

**Vendor will submit a detailed quote sheet that includes furnish, deliver and install a complete RWIS hardware/software package with a unit price for each item. (please quote a separate line item for pole and installation as some sites may already have).**

**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)*

**CONTRACTOR LICENSE**

**RWIS Non-Invasive Roadway Sensors**

*West Virginia State Code 21-11-2* requires that all persons desiring to perform contractual work in this State must be duly licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Application for contractor's license may be made by contacting The West Virginia Department of Labor, 1800 Washington Street, East, Charleston, WV 25305, telephone (304) 558-7890.

*West Virginia State Code 21-11-11* requires any prospective bidder to include the contractor's license number on their bid.

**BIDDERS TO COMPLETE**

Contractor's Name: \_\_\_\_\_

Contractor's License No.: \_\_\_\_\_

The successful bidder will be required to furnish a copy of their contractor's license prior to issuance of a Purchase Order/Contract.

Contractor: \_\_\_\_\_ By: \_\_\_\_\_  
Authorized Representative

CERTIFICATION

By submitting the within bid/proposal, the undersigned certifies in accordance with the West Virginia Code 5-22-1(b)1 that it:

- A. Is ready, able and willing to timely furnish the labor and materials to complete the Contract.
- B. Is in compliance with all applicable Laws of the State of West Virginia; and,
- C. Has supplied a valid bid bond or other surety authorized or approved by the contracting or public entity.

Contractor: \_\_\_\_\_ By: \_\_\_\_\_  
(Authorized Representative)

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: \_\_\_\_\_



**State of West Virginia  
DRUG FREE WORKPLACE CONFORMANCE  
AFFIDAVIT  
West Virginia Code §21-1D-5**

**STATE OF WEST VIRGINIA,**

**COUNTY OF \_\_\_\_\_, TO-WIT:**

I, \_\_\_\_\_, after being first duly sworn, depose and state as follows:

- 1. I am an employee of \_\_\_\_\_; and,  
(Company Name)
- 2. I do hereby attest that \_\_\_\_\_  
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code** §21-1D.

The above statements are sworn to under the penalty of perjury.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Company Name: \_\_\_\_\_

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

Taken, subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By Commission expires \_\_\_\_\_

(Seal)

\_\_\_\_\_  
(Notary Public)

WEST VIRGINIA PARKWAYS AUTHORITY  
SPECIAL PROVISIONS FOR  
NON-DISCRIMINATION – RWIS-Non-Invasive Roadway Sensors

NON-DISCRIMINATION OF EMPLOYEES FOR INTERSTATE, PRIMARY & SECONDARY PROJECTS

THE CONTRACTOR FURTHER AGREES AS FOLLOWS:

During the performance of the Contract, the Contractor and any of his subcontractors shall provide equal employment opportunities for all qualified persons and shall not discriminate against any employees or applicants because of race, color, religion, sex or national origin. The Contractor and his subcontractors shall comply with the executive orders of the Governor of the State of West Virginia dated October 16, 1963 and December 15, 1965, the Presidential Executive Order Number 11246 as amended by Executive Order Number 11375 and as supplemented in Department of Labor Regulations (Title 41 Codes of Federal Regulations, Part 60) and the Civil Rights Act of 1964 as amended, with the relevant rules, regulations and orders of the Secretary of Labor pertaining thereto, and with all related non-discrimination, non-segregation, affirmative action, veterans employment and handicapped employment laws, rules, regulations and orders (collectively the "EEO Requirements"). The Contractor will furnish upon request information and reports required by the EEO Requirements. The Contractor shall include these provisions in every subcontract or purchase order, unless exempted by the EEO Requirements, so that such provisions will be binding upon each Contractor, subcontractor or vendor performing services or providing materials relating to the work.



**Contractor's General Liability Insurance**

The Contractor shall maintain commercial general liability (CGL) coverage with limits not less than:

General Aggregate	\$1,000,000
Products Complete Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence*	\$1,000,000
Fire Damage	\$ 50,000
Medical Expense Limit	\$ 5,000

\*Each Occurrence limit shall be \$2,000,000 when performing any operations that are subject to 107.8. Railway-Highway Provisions.

The CGL shall be written on ISO occurrence from CG 00 01, or equivalent, and shall cover liability arising from premises-operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage whenever work involving these exposures are undertaken. The CGL policy shall include endorsements that amend the aggregate limits of insurance to be applicable to each construction project separately.

The Parkways Authority shall be listed on all CGL and other policies as an additional insured.

Contractor shall furnish an Acord Form 25-S Certificate of Insurance, or its equivalent, with a 30-day notice of cancellation provisions to evidence this CGL coverage.

**Employer’s Liability Insurance**

The Contractor shall also give evidence of insurance for Employer’s Liability

Each accident	\$100,000
Each disease	\$500,000
Each disease employee	\$100,000

**Insurance, with a 30-day notice of cancellation. The Employer’s Liability policy must include coverage to protect the contractor from claims brought under Section 23-4-2 of West Virginia Code. The limits of insurance under this section shall be as follows: Evidence of all this coverage can be set forth on the ACORD 25-S Declaration Page.**

**Indemnity**

To the fullest extent permitted by Law and Regulations, Contractor shall defend, Indemnify and hold harmless the WVPA, Engineer, Engineer's Consultants, and the officers, directors, partners, employees, agents, and other consultants of each and any of them, from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from the performance of the Work; provided that such claim, cost, loss or damage: (I) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (II) is caused in whole or in part by any negligent act or omission of Contractor, Subcontractor, Supplier, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by the negligence or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Law or Regulations regardless of the negligence of such person or entity. Without limiting the generality of the foregoing, this indemnification obligation shall extend and include any actions brought by, or in the name of, any employee of Contractor or organization to whom the Contractor is legally liable. The indemnification provided herein shall not be reduced by any amount that is paid under or any amount of liability or other insurance coverage.

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