



West Virginia Parkways Authority

REQUEST FOR QUOTATIONS

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

Tractor with Hydraulic Side Flail Mower & Rear Mounted P.T.O. Flail Mower (1)

Proposals will be received at the office of the WV Parkways Authority, Administration Building, 3310 Piedmont Rd., Charleston, WV until **2PM on Wednesday, September 1st, 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 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: Tractor with Hydraulic Side Flail Mower & Rear Mounted P.T.O. Flail Mower (1)

Bid Opening Date: 9/1/21

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: Friday, August 27th, 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, 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.

SPECIFICATIONS

Tractor with Hydraulic Side Flail Mower & Rear Mounted P.T.O. Flail Mower

Units: One (1)

1.0 PURPOSE

These specifications describe a Four (4) Wheel Drive Cab Tractor with hydraulic right side flail mower & rear P.T.O. flail mower, (hereinafter referred to as "unit") to be purchased by the West Virginia Parkways Authority (hereafter referred to as "Authority"); define the provisions to be contained in proposals for the sale of said unit to the Authority; establish a schedule for delivery; and establish criteria for gauging the compliance of the bidder to these specifications.

The Authority will use the unit for cutting grass and fields along roadway slopes and mowing around signs and behind guardrail. The tractor and mowers, although separate equipment items shall be compatible in all respects related to equipment fit, operation and safety. Units comprised of made-up systems which require non-standard or unsafe alteration to the base units will not be considered. The vendor must certify that the proposed unit is a combination tractor/mower that is offered commercially as a standard package on the market. The vendor must certify that the unit is currently in use and must provide references for the Authority to ascertain the operational effectiveness and safety of the unit. The vendor must provide certification from the mower manufacturer that the mowers will operate safely on the proposed tractor.

2.0 BIDDING PROCEDURES

- 2.1** The current purchasing procedures regarding bidding as established by the Authority shall apply.
- 2.2** Bidders shall return an original set of these specifications along with three (3) copies with all information provided, as requested herein.
- 2.3** Bidders must indicate comply or non-comply for each specification described in Sections 5.0 and 6.0. The unit must meet the specification fully in order to be marked "comply". All non-comply answers are to be fully explained on a separate sheet to be attached to the bidders' proposal.
- 2.4** Specifications marked "MANDATORY" must be complied with exactly. Any unit(s) proposed that do not exactly comply with "MANDATORY" specifications will not be considered.
- 2.5** FAILURE TO PROVIDE THE INFORMATION REQUESTED IN SECTION 2.3 MAY BE CAUSE TO REJECT THE BID.
- 2.6** It may be determined by the Authority that non-compliance with a unit specification not marked MANDATORY does, or does not, reduce the quality and performance of the affected unit below an acceptable level.
- 2.7** Bidders are to submit additional manufacturer's literature and information pertinent to their proposal as may be available.

- 2.7** Bidders may submit more than one proposal if different unit models are to be offered.
- 2.8** Any and all questions pertaining to these specifications or this procurement process must be in writing and submitted to:
- Margaret Vickers, Director of Purchasing
West Virginia Parkways Authority
Fax: (304) 926-1909
Email: mvickers@wvturnpike.com

3.0 CONDITION OF UNITS UPON DELIVERY

- 3.1** The unit shall arrive at the prescribed delivery point having been completely pre-serviced with oil, lubricants, coolant, and tire pressure; with all equipment completely assembled, installed and operating as designed; and all required adjustments and corrections made to make the unit immediately ready for its designed and continuous operation. All prescribed precautions pertaining to first operations and break-in of the unit shall be posted conspicuously on the unit for ready observance by the operator.
- 3.2** Upon delivery, the Authority will perform a complete inspection of the unit to assure that it meets the Authority's specifications or accepted alternatives. Final processing for payment may not be initiated until the unit is certified to meet specifications and the operator's manual, service manual, parts manuals, and the Certificate of Origin or Title are received.

4.0 AWARD CRITERIA

- 4.1** It is the Authority's intent to open this procurement to a wide audience of bidders. The specifications outlined herein are general in nature describing a unit that the Authority feels best meets its needs. However, the Authority will consider any reasonable alternates to the specifications if the bidder can demonstrate that the proposed alternate is comparable in performance, quality and functionality.
- 4.2** The Authority realizes that certain models can have features beneficial to the Authority even though such features may not be specifically described in the technical specifications, Section 6.0. The vendor is to submit available literature and supporting documentation describing the unit in as much detail as possible. If the vendor wishes to point out certain beneficial features of his proposed unit, he may do so in a separate document included in his bid submittal package. In evaluating the bids, the Authority will consider any special or unique features not included in the technical specifications. The Authority will award the bid to the vendor that provides the best overall value to the Authority whether or not the vendor has the lowest bid.
- 4.3** The Authority reserves the right to reject any or all proposals or to waive any non-consequential irregularities or informalities in proposals received. The Authority reserves the right to accept the proposal that will, in the Authority's judgment, best serve the interest of the Authority regardless of whether such proposal is the lowest cost submitted.

5.0	GENERAL SPECIFICATIONS	Comply	Non Comply
5.1	IDENTIFICATION OF THE UNIT BEING PROPOSED	_____	_____
	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.		
		Comply	Non Comply
5.2	DELIVERY POINT AND DELIVERY SCHEDULE	_____	_____
	Delivery point of completely assembled unit will be to the West Virginia Parkways Authority, 265 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" on 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.		
		Comply	Non Comply
5.3	OPERATING AND SERVICE MANUALS AND PARTS LITST	_____	_____
	One (1) operator manual shall be included with the unit upon delivery. In addition, there shall be a total of one (1) service, shop, or maintenance manual, and one (1) parts manual included with the total delivery.		

		Comply	Non Comply
5.4	MANUFACTURER'S WARRANTY AND SERVICE POLICY	_____	_____

The manufacturer's standard warranty or service policy is to apply to the unit. Such warranty or service policy is to be recognized at any authorized 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. The unit shall be accompanied upon delivery by the unit manufacturer's properly executed warranty or service policy. Unit shall be warranted against manufacturing defects for not less than twelve (12) months from date of delivery.

		Comply	Non Comply
5.5	PARTS AND SERVICE	_____	_____

The bidder shall specify the amount of discount it will grant to the Authority on parts and labor. 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.

Current Shop Rate: \$_____per/hr. Discount: % _____

Discount off of Manufacturers Price List on parts: % _____

All parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, must be furnished with each unit and required to conform to strength, quality of material and workmanship to those which are advertised and provided to the market in general by the unit industry. All parts and accessories advertised and regularly supplied as standard shall be included, except those which 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.

6.0	TECHNICAL SPECIFICATIONS	Comply	Non Comply
6.1	General		
6.1.1	The vendor certifies that the proposed unit is offered commercially as a standard combination package on the market.	_____	_____
6.1.2	Provide at least one reference where the proposed machine is currently in use:		
	a. Agency _____		
	b. Contract Person _____		
	c. Telephone or Email _____		
6.1.3	MANDATORY: Provide certification from the mower manufacturer that the mower will operate safely on the tractor unit that is being offered in this bid. Attach a letter to that effect with the bid submittal.	_____	_____
6.1.3	MANDATORY: Provide certification from the mower manufacturer that the mower– tractor mounting configuration is sufficiently strong to accommodate the weight of the mowers during normal operation. Attach a letter, or other documentation, to that effect with the bid submittal.	_____	_____
6.1.4	MANDATORY: Provide certification from the tractor manufacturer that the mower on the tractor being offered in this bid, will not void any warranties to the tractor. Attach a letter to that effect with the bid submittal.	_____	_____
6.2	Engine		
6.2.1	60 horsepower minimum at the P.T.O	_____	_____
6.2.2	Manufactured water cooled, diesel powered engine	_____	_____
6.2.3	Manufacturer standard governor with key shut off	_____	_____
6.2.4	Full pressure lubrication with oil filter and oil by-pass system	_____	_____
6.2.5	Engine oil cooler	_____	_____
6.2.6	Dual stage fuel filtering	_____	_____
6.2.7	Unit to be provided with a fuel water separator	_____	_____
6.2.8	Fuel tank capacity a minimum of 22 gallons	_____	_____
6.2.9	Pressurized cooling system with thermostat and by-pass, Supplied with extended life type antifreeze	_____	_____
6.2.10	Cooling system to be equipped with a coolant recovery tank	_____	_____

6.2.11	Manufacturer's recommended engine coolant filter to be provided	_____	_____
6.2.12	Dry type dual element air cleaner	_____	_____
6.2.13	Air filter restriction indicator that is operator visible when service is required	Comply	Non Comply
6.2.14	Muffler to be horizontally mounted under the hood and insulated with vertical stack	_____	_____
6.3	Electrical		
6.3.1	Unit electrical system to be manufacturers noise suppression wiring, 12 volts negative ground	_____	_____
6.3.2	A minimum of 800 cold cranking amp battery	_____	_____
6.3.3	Neutral start switch	_____	_____
6.3.4	Manufacturers heaviest duty alternator	_____	_____
6.3.5	Two (2) high-low beam headlight with manufacturer heavy-duty switch	_____	_____
6.3.6	Four (4) roof mounted work lights two (2) front and two (2) rear	_____	_____
6.3.7	Rear tail lights and turn signals	_____	_____
6.4	Transmission		
6.4.1	Power shift design mechanically controlled	_____	_____
6.4.2	Eight (8) forward speeds, minimum	_____	_____
6.4.3	Eight (8) reverse speeds, minimum	_____	_____
6.4.4	Clutch to be manufacturers heaviest duty available	_____	_____
6.4.5	Transmission to be shuttle shift	_____	_____
6.5	Axles		
6.5.1	Front axles to be manufacturers heaviest duty	_____	_____
6.5.2	Rear axles to be manufacturers heaviest duty	_____	_____
6.5.3	Recommended manufacturer emergency braking system shall be provided	_____	_____
6.5.4	Wet type brake	_____	_____

6.5.5	Self-adjusting and equalizing brakes	_____	_____
6.5.6	Front and rear tires to be manufacturers recommendation	_____	_____
6.5.7	Differential to be manufacturer heavy duty	_____	_____
6.5.8	On the go differential lock engagement and disengagement	_____	_____
6.6	Three Point Hitch		
		Comply	Non Comply
6.6.1	Hitch shall be electro-hydraulically operated	_____	_____
6.6.2	Three point hitch to be a category 2 type	_____	_____
6.7	PTO Requirement		
6.7.1	540 PTO R.P.M	_____	_____
6.7.2	PTO can be engaged and disengaged on the go	_____	_____
6.7.3	PTO to be electric over hydraulic control	_____	_____
6.8	Cab and Related Accessories		
6.8.1	Cab shall be OSHA approved ROPS	_____	_____
6.8.2	Cab to be insulated and pressurized	_____	_____
6.8.3	Cab shall have tinted safety glass	_____	_____
6.8.4	Cab unit to be equipped with heater, defroster, air conditioning, and radio	_____	_____
6.8.5	Cab to have two (2) lockable entry doors keyed alike	_____	_____
6.8.6	Seat to be cloth covered and equipped with a seatbelt	_____	_____
6.8.7	Seat to have a height and weight adjustment	_____	_____
6.8.8	Seat to be equipped with arm rest	_____	_____
6.8.9	Cab and tractor to be provided with a type of non-skid step and hand holds	_____	_____
6.8.10	Unit to be equipped with a tilt/telescoping steering wheel	_____	_____
6.8.11	Cab unit to have front and rear windshield wipers	_____	_____
6.8.12	Left and right side view mirrors and in cab rear view mirror	_____	_____

6.8.13	Gauges/Warning Lights		
	a. Coolant Temperature		
	b. Oil Pressure		
	c. Hydraulic Oil and Temperature		
	d. Tachometer		
	e. Hour Meter		
6.8.14	MANDATORY Tractor weight to be a minimum of 5,200 pounds.		
6.9	Mowers		
6.9.1	MANDATORY Diamond or equal 12'5" Single-Side Interstater with a 75" rear flail & 75" right wing hydraulic mower, with all of Diamond parts and components, or equal		
6.9.2	75" Rear P.T.O. flail mower and 75" Hydraulic R.H. side flail mower		
6.9.3	Reverse rotation cutter shaft		
		Comply	Non Comply
6.9.4	Wing tilt switch automatically shut off mowers when in transport position		
6.9.5	Rear mower shall be offset to overlap inside cut of side mower		
6.9.6	Drive train to be equipped with spring loaded type slip clutch Driveshaft to outboard drive totally enclosed		

BID SUBMISSION PAGE

TRACTOR WITH HYDRAULIC SIDE FLAIL MOWER & REAR MOUNTED P.T.O. FLAIL MOWER (1)

BID OPENING 9/1/21 AT 2PM

MANUFACTUER _____

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)

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