



West Virginia Parkways Authority

REQUEST FOR QUOTATIONS

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

TRUCK MOUNTED AERIAL DEVICE

Proposals will be received at the office of the WV Parkways Authority, Administration Building, 3310 Piedmont Rd., Charleston, WV until **2PM on Tuesday, May 12, 2020.** 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. Fax 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: One (1) TRUCK MOUNTED AERIAL DEVICE

Bid Opening Date: 5/12/20

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: Wednesday, May 6th, 2020 by 10AM. 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. A link to the vendor preference request form has been included in the Master Terms and Conditions. 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

Truck Mounted Aerial Device

Units: One (1) Truck Mounted Aerial Device

1.0 PURPOSE

These specifications describe a Truck Mounted Aerial Device (hereinafter referred to as "unit") to be purchased by the West Virginia Parkways Authority (hereafter referred to as "Authority"); define the provisions to be contained in proposals for the sale of said unit to the Authority; establish an enforceable schedule for delivery; and establish criteria for gauging the compliance of the bidder to these specifications.

2.0 BIDDING PROCEDURES

- 2.1** The current purchasing procedures and any new procedures or requirements that are promulgated after the request for bids are issued and which are established by addendum to the requests for bids regarding bidding as established by the Authority shall apply.
- 2.2** Bidders shall return an original set of these specifications along with three (3) copies with all information provided, as requested herein.
- 2.3** Bidders must indicate "comply" or "non-comply" for each specification described in Sections 5.0 and 6.0. **The unit must meet the specifications fully in order to be marked "comply". All non-comply answers are to be fully explained on a separate sheet to be attached to the 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 unit specification not marked MANDATORY does, or does not, reduce the quality and performance of the affected unit below an acceptable level or that it may or may not represent a best value purchase because of such non-compliance.
- 2.6** Bidders are to submit additional manufacturer's literature and information pertinent to their proposal as may be available.
- 2.7** Bidders may submit more than one proposal if different unit models are to be offered.
- 2.8** Any and all questions pertaining to these specifications or this procurement process must be in writing and submitted to:

Margaret Vickers, Director of Purchasing
West Virginia Parkways Authority
3310 Piedmont Rd. Charleston, WV 25306
Phone: (304) 926-1900 Fax: (304) 926-1909
Email; mvickers@wvturnpike.com

3.0 CONDITION OF UNITS UPON DELIVERY

- 3.1** The unit shall arrive at the prescribed delivery point having been completely pre-serviced with oil, lubricants, coolant, and tire pressure; with all equipment completely assembled, installed and operating as designed; and all required adjustments and corrections made to make the unit immediately ready for its designed and continuous operation. All prescribed precautions pertaining to first operations and break-in of the unit shall be posted conspicuously on the unit for ready observance by the operator.
- 3.2** Upon delivery, the Authority will perform a complete inspection of the unit to assure that it meets the Authority's specifications or accepted alternatives. Final processing for payment may not be initiated until the unit is certified to meet specifications and the operator's, service, shop, maintenance, and 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, it may do so in a separate document included in its bid submittal package. In evaluating the bids, the Authority may consider any special or unique features not included in the technical specifications. The Authority will award the bid to the vendor that provides the best overall value to the Authority whether or not the vendor has the lowest bid.
- 4.3** The Authority reserves the right to reject any or all proposals or to waive any non-consequential irregularities or informalities in proposals received. The Authority reserves the right to accept the proposal that will, in the Authority's judgment, best serve the interest of the Authority regardless of whether such proposal is the lowest cost submitted.

| | | Comply | Non Comply |
|------------|---|---------------|-----------------------|
| 5.0 | GENERAL SPECIFICATIONS | | |
| 5.1 | IDENTIFICATION OF THE UNIT BEING PROPOSED | | |
| | <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> | _____ | _____ |
| 5.2 | DELIVERY POINT AND DELIVERY SCHEDULE | | |
| | <p>Delivery point of completely assembled unit will be to the West Virginia Parkways Authority, 265 Neptune Drive, Beckley, WV 25801 within Two Hundred and Forty (240) calendar days after the date of the purchase agreement, by the successful bidder. Marking "comply" with this specification indicates that the bidder <u>WILL</u> deliver the unit in Two Hundred and Forty (240) days. If the unit is not delivered within Two Hundred and Forty (240) days, or alternate days proposed, the Authority has the right to: (1) cancel the award and negotiate with the second highest ranked bidder; or (2) assess a liquidated damages penalty against any successful bidder that fails to deliver the unit within the specified time period of \$25.00 per day for each day beyond the specified deadline for delivery. Any delays occasioned by forces outside the control of bidder will be taken into consideration by the Authority when assessing any penalty.</p> | _____ | _____ |

Comply **Non
Comply**

5.3 OPERATING AND SERVICE MANUALS AND PARTS LISTS
One (1) operator manual or CD shall be included with the unit upon delivery. In addition, there shall be a total of one (1) service, shop, or maintenance manual or CD, and one (1) parts manual or CD included with the total delivery.

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/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 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 (including labor 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 and shall include other warranty requirements as may be specified in Section 6.

5.5 PARTS AND SERVICE DISCOUNTS

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 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: _____

| 6.0 | GENERAL | Comply | Non Comply |
|--------|---|--------|---------------|
| 6.0.1 | This unit is a Truck Mounted Aerial Device Unit, with an insulated, and articulating aerial platform and shall have a minimum working height of 55' and a maximum horizontal reach of 42'6". This unit shall include the following standard and optional items. | _____ | _____ |
| 6.0.2 | This unit offered shall be of the current year model or newer. Must meet all ANSI regulations of an aerial device. | _____ | _____ |
| 6.1 | CAB AND CHASSIS SPECIFICATIONS | | |
| 6.1.1 | Diesel Engine with minimum 350-HP & 1,000-FT/LB torque, preferably Cummins 8.9L. Engine Must have an engine brake. | _____ | _____ |
| 6.1.2 | Allison 3000RDS Automatic Transmission. | _____ | _____ |
| 6.1.3 | Front Axle (14,700#). | _____ | _____ |
| 6.1.4 | Rear Drive Axle (23,000#). | _____ | _____ |
| 6.1.5 | Driver controlled locking rear differential. | _____ | _____ |
| 6.1.6 | Axle Ratio: 4.89 | _____ | _____ |
| 6.1.7 | GVWR: 37,000 lbs. | _____ | _____ |
| 6.1.8 | Wheelbase: Approximately 216". | _____ | _____ |
| 6.1.9 | Cab-To-Axle: Approximately 134". | _____ | _____ |
| 6.1.10 | After Frame: Approximately 100". | _____ | _____ |
| 6.1.11 | Steer Tires: 315 / 80R / 22.5 with aluminum wheels. | _____ | _____ |
| 6.1.12 | Rear tires: 11R / 22.5 with aluminum wheels. | _____ | _____ |
| 6.1.13 | Multi-Leaf Rear Suspension. | _____ | _____ |
| 6.1.14 | 60-Gallon LH Aluminum fuel tank and approximately 6-Gallon DEF tank. | _____ | _____ |
| 6.1.15 | Factory air conditioning. | _____ | _____ |

| | | Comply | Non Comply |
|------------|--|---------------|-----------------------|
| 6.1.16 | Tilt & telescopic steering column. | _____ | _____ |
| 6.1.17 | High back air suspension seat with cloth covering (driver & passenger side). | _____ | _____ |
| 6.1.18 | Power heated mirrors/ Power window / Power door locks. | _____ | _____ |
| 6.1.19 | Exterior cab color Omaha or Tangier Orange. | _____ | _____ |
| 6.1.20 | LED Spot light mounted on driver’s side windshield pillar. | _____ | _____ |
| 6.1.21 | AM/FM Stereo. | _____ | _____ |
| 6.1.22 | Master power switch for unit, PTO switch, and a minimum of Two (2) up-fitter switches mounted on the dash within drivers reach. | _____ | _____ |
| 6.1.23 | Back-up camera system – Shall have a minimum 7” color display screen, a wireless communication, and a heated flush mount camera head. | _____ | _____ |
| 6.1.24 | Vertical exhaust stack on passenger side. | _____ | _____ |
| 6.1.25 | Receiver Hitch - Rear hitch plate with 2 ½” receiver tube, Seven way trailer plug, safety chain eyes. Also includes an air quick coupler that utilizes chassis air supply mounted on hitch plate. | _____ | _____ |
| 6.1.26 | Electric brake controller. | _____ | _____ |
| 6.1.27 | Overall height placard displayed inside cab in driver’s view. | _____ | _____ |
| 6.2 | BODY SPECIFICATIONS | | |
| 6.2.1 | Stainless Steel Aerial Line body – Approximately 184” long x 48” tall x 92 wide. | _____ | _____ |
| 6.2.2 | Body Length: Approximately 184”. | _____ | _____ |
| 6.2.3 | Body Width: Approximately 92”. | _____ | _____ |
| 6.2.4 | Compartment Height: Approximately 48”. | _____ | _____ |
| 6.2.5 | Compartment Depth: Approximately 20”. | _____ | _____ |
| 6.2.6 | Load Space Width: Approximately 2”. | _____ | _____ |
| 6.2.7 | Top of Body to Top of Floor: Approximately 26”. | _____ | _____ |

| | | Comply | Non Comply |
|--------|--|---------------|-----------------------|
| 6.2.8 | Horizontal compartment Height: Approximately 24". | _____ | _____ |
| 6.2.9 | Main Body Material: 16 gauge Stainless Steel. | _____ | _____ |
| 6.2.10 | Compartment Tops: 12 gauge Galvanneal. | _____ | _____ |
| 6.2.11 | Wheel Panels: 14 gauge Stainless Steel. | _____ | _____ |
| 6.2.12 | Front Bulkhead: 14 gauge Stainless Steel. | _____ | _____ |
| 6.2.13 | Shelving & Dividers: 18 gauge Galvanized. | _____ | _____ |
| 6.2.14 | Shelving Mounting Style: Adjustable on Uni-Strut (Thin style no more than 3/4" thick). | _____ | _____ |
| 6.2.15 | Door Type: Standard double panel. | _____ | _____ |
| 6.2.16 | Inner Door Material: 18-gauge Galvanneal. | _____ | _____ |
| 6.2.17 | Outer Door Material: 18-gauge Galvanneal. | _____ | _____ |
| 6.2.18 | Door Hinge Style: Stainless Steel Rod & Socket. | _____ | _____ |
| 6.2.19 | Door Hinge Material: 5/16" Stainless Steel. | _____ | _____ |
| 6.2.20 | Vertical door holder option to be strut bar w/spring. | _____ | _____ |
| 6.2.21 | Horizontal door holder option to be gas shock. | _____ | _____ |
| 6.2.22 | Latch Type to be pull type latch, keyed a like, and stainless steel. | _____ | _____ |
| 6.2.23 | Lock Type to be wrap around striker with rounded corners. | _____ | _____ |
| 6.2.24 | Floor Material shall be approximately 3/16" hot rolled tread plate. | _____ | _____ |
| 6.2.25 | Approximate 3" structural steel channel full frame. | _____ | _____ |
| 6.2.26 | Cut out in the bed area floor for aerial device | _____ | _____ |

| | | Comply | Non Comply |
|------------|---|---------------|-----------------------|
| 6.2.27 | Two wheel chocks per side included and stored in the body below the compartment and in front of/behind wheel opening. | _____ | _____ |
| 6.2.28 | Rubber rolled crown type fenders. Installed with wheel cut-outs. | _____ | _____ |
| 6.2.29 | Automotive type weather stripping to keep water out. | _____ | _____ |
| 6.2.30 | Master door lock system. | _____ | _____ |
| 6.2.31 | Exterior color body to be Omaha or Tangier Orange. | _____ | _____ |
| 6.2.32 | Rubberized Protective undercoating. | _____ | _____ |
| 6.3 | BODY COMPARTMENTATION | | |
| 6.3.1 | Street Side 1st Vertical Compartment - Shall be approximately (26" Wide x 48" High x 20" Deep). | _____ | _____ |
| 6.3.2 | Street Side 1st Vertical Compartment - Shall have six ½" diameter locking, swivel carriage bolt hooks, fixed at 4" from top, 2-2-2 hook set. | _____ | _____ |
| 6.3.3 | Street Side 1st Vertical Compartment - Shall have four adjustable shelves each with divider slots on 2" centers installed on Unit-Strut. Each shelf will have four adjustable dividers. | _____ | _____ |
| 6.3.4 | Street Side 2nd Vertical Compartment - Shall be approximately 38" Wide x 48" High x 20" Deep. To be a double door configuration with the front door being the outside door to keep wind from entering box. 2 nd door shall have an inside latch to hold door shut. | _____ | _____ |
| 6.3.5 | Street Side 2nd Vertical Compartment - Shall have DBI style friction drawer cabinet. A friction style bin cabinet with one fixed shelf installed above. Drawer cabinet will be sloped a minimum of 1" back. Drawers are approximately 3.125" high x 5.625 wide (Equipto Drawers). Six rows high x Five columns wide and includes three dividers in each drawer. | _____ | _____ |
| 6.3.6 | Street side 3rd Vertical Compartment - Shall be approximately 25" Wide x 48" High x 20" Deep. | _____ | _____ |
| 6.3.7 | Street Side 3rd Vertical Compartment - Shall have six adjustable shelves each with divider slots on 2" centers installed on Uni-Strut (thin style no more than ¾" thick). Each shelf will have four adjustable dividers. | _____ | _____ |

| | | Comply | Non Comply |
|--------|---|---------------|-----------------------|
| 6.3.8 | Horizontal Compartment - Shall be approximately 75” Wide x 24” High x 20” Deep. Shall have door that opens up with Two latches and gas shocks holding in the up position. | _____ | _____ |
| 6.3.9 | Horizontal Compartment – Shall have one adjustable, removable shelf each with divider slots on 2” centers installed on Uni-Strut. Each shelf will have four adjustable dividers. | _____ | _____ |
| 6.3.10 | Street Side Rear Vertical Compartment - Shall be approximately 20” Wide x 48” High x 20” Deep. | _____ | _____ |
| 6.3.11 | Rear Compartment – Shall have six adjustable shelves each with divider slots on 2” centers installed on Uni-Strut. Each shelf will have four adjustable dividers. | _____ | _____ |
| 6.3.12 | Street Side Top Mounted Toolbox – Shall be approximately 182” Long x 12” High x 20” Wide. | _____ | _____ |
| 6.3.13 | Street Side Top Mounted Toolbox - Shall be approximately 14 gauge hot rolled tread-plate top with three lift-up lids. | _____ | _____ |
| 6.3.14 | Toolbox Lids - Shall be gas assist door openers. | _____ | _____ |
| 6.3.15 | Lift-up handle installed on front edge of box lid. | _____ | _____ |
| 6.3.16 | Over center pad lockable late. | _____ | _____ |
| 6.3.17 | Automotive weather strip installed around top opening. | _____ | _____ |
| 6.3.18 | Curb Side 1st Vertical Compartment – Shall be approximately 26” Wide x 48” High x 20” Deep. | _____ | _____ |
| 6.3.19 | Curb Side 1st Vertical Compartment - Shall have five ½ locking / swivel carriage bolt hooks, fixed at 4” from top, 1-3-1 hook set. | _____ | _____ |
| 6.3.20 | Curb Side 2nd Vertical Compartment – Shall be approximately 38” Wide x 48” High x 20” Deep. To be a double door configuration with the front door being the outside door to keep wind from entering box. 2 nd door shall have an inside latch to hold door shut. | _____ | _____ |
| 6.3.21 | Curb Side 2nd Vertical Compartment - Shall have T-Handle locking drawer cabinet. Seven drawer cabinet (as wide as possible) with dividers on 2” centers. | _____ | _____ |
| 6.3.22 | Side Access Steps – Entry into bed shall be approximately 25” Wide. | _____ | _____ |

| | | Comply | Non Comply |
|--------|---|--------|---------------|
| 6.3.23 | Side Access Steps – Shall have a hinged tread plate access step to bed area with battery storage underneath approximately 11”H x 13” D to be 12-gauge galvaneal risers and side kick plates and to have a ¼ x 4” flat added to bottom of step for mounting entry step. | _____ | _____ |
| 6.3.24 | Two mini pool type grab handles shall be installed and to be a bolt-on style. | _____ | _____ |
| 6.3.25 | Side access into body to be cable style entry step that hangs down from body. | _____ | _____ |
| 6.3.26 | Horizontal Compartment – Shall be approximately 75” Wide x 24” High x 20” Deep. | _____ | _____ |
| 6.3.27 | Horizontal Compartment - Shall also have one adjustable / removable shelf with divider slots on 2” centers installed on Uni-Strut. Each shelf will have eight adjustable dividers | _____ | _____ |
| 6.3.28 | Horizontal Compartment - Lift-up compartment doors with Two latches and held in up position with gas shocks. | _____ | _____ |
| 6.3.29 | Rear Vertical Compartment – Shall be approximately 20” Wide x 48” High x 20” Deep. | _____ | _____ |
| 6.3.30 | Rear Vertical Compartment - Shall have three adjustable shelves each with divider slots on 2’ centers installed on Uni-Strut. Each shelf will have four adjustable drawers. | _____ | _____ |
| 6.3.31 | Curb Side Top Mounted Toolbox – Shall be approximately 84” Long x 12” High x 20” Wide). | _____ | _____ |
| 6.3.32 | Curb Side Top Mounted Toolbox - Shall be constructed of 14 gauge hot rolled tread plate top with one lift up lid starting 12” from rear of box. Lid has bolt-on grip strut installed. | _____ | _____ |
| 6.3.33 | Curb Side Top Mounted Toolbox – Shall have gas assist door openers. It shall also have a lift-up handle installed on front edge of box lid. | _____ | _____ |
| 6.3.34 | Curb Side Top Mounted Toolbox - Shall also have an over center pad lockable latch, automotive weather stripping, and a box design for Uni-Strut mounting. | _____ | _____ |
| 6.3.35 | Ladder Storage Tray – Shall be approximately 182” Long x 10” High x 20” Wide mounted on street side. | _____ | _____ |

| | | Comply | Non Comply |
|------------|---|---------------|-----------------------|
| 6.3.36 | Ladder Storage Tray - Shall be constructed of 3" steel angle with rear roller and tie down eyes. It shall mount between the compartment top and the top mounted toolbox. | _____ | _____ |
| 6.3.37 | Inverter Battery Box – Shall be approximately 24" Long x 12" High x 20" Wide. | _____ | _____ |
| 6.3.38 | Inverter Battery Box - Shall be constructed of approximately 14 gauge hot rolled tread plate top with one lift-up lid. It shall have a lift-up handle on the front edge of box lid and have an over center pad lockable latch. | _____ | _____ |
| 6.3.39 | Inverter Battery Box – Shall be vented toward the bed area, have automotive weather stripping, and a box design for Uni-Strut mounting. | _____ | _____ |
| 6.3.40 | Inverter Box – Shall be constructed of approximately 16 gauge hot rolled tread-plate top with one 18 gauge double panel lift-up side access door with gas assist openers. | _____ | _____ |
| 6.3.41 | Inverter Box - Shall have a stainless steel pull type latch, stud mounted latches have hidden fasteners inside the door, striker installed in door frame for maximum opening, a stud mounted automotive style latches have interior plastic latch covers, and automotive weather stripping. Also shall be designed for Uni-Strut mounting. | _____ | _____ |
| 6.3.42 | Inverter Box – Shall be designed for Uni-Strut mounting. Inverter size minimum 3,600 watt power pure sine inverter (Dimension 12/3600N or equal). Install One 8D deep cycle battery. Inverter to be activated by on/off switch located in the cab. | _____ | _____ |
| 6.3.43 | Bed Area Toolbox – Shall be approximately 55" Long x 25" High x 25" Wide, constructed of approximately 14 gauge hot rolled tread-plate with one lift-up lid. | _____ | _____ |
| 6.3.44 | Bed Area Toolbox – Shall have an over center pad lockable latch, vented toward bed area, and automotive weather stripping. | _____ | _____ |
| 6.4 | PLATFORM EXTENSION | | |
| 6.4.1 | Platform Extension - Shall be stainless steel constructed of 12 gauge hot rolled tread plate, platform extension approximately 30" Long x 92" Wide x 6" Tall. It shall have a ¼" drainage lip (not to stick up higher than ½") along the perimeter of the tail shelf. | _____ | _____ |

| | | Comply | Non Comply |
|------------|---|---------------|-----------------------|
| 6.4.2 | Platform Extension - To have a vise plate on the curb side. | _____ | _____ |
| 6.4.3 | Platform Extension – Shall have a compartment that passes through the whole extension with a door on both sides. | _____ | _____ |
| 6.4.4 | Platform Extension - Rear lighting shall have an approximate 92” Wide 11 Lamp Light Bar installed at rear of platform extension that include two additional 6” oval holes for customer to install rubber grommet oval strobe lights. | _____ | _____ |
| 6.4.5 | Platform Extension - It shall also have a rubber mounted recessed rear lighting kit with harness. To include Two LED Stop (per side)/ Tail/Turn, and clear back up LED lights, side clearance lights, and rear clearance lights. | _____ | _____ |
| 6.4.6 | Two clearance lights on front corners. | _____ | _____ |
| 6.4.7 | Rear of bed toward the top on each side Two 6” oval holes for customer to install rubber grommet oval strobe lights. | _____ | _____ |
| 6.4.8 | Outrigger Pads - Unit shall have Four wooden outrigger pads approximately 18” long X 18” wide X 2” thick. | _____ | _____ |
| 6.4.9 | Outrigger Pad Holders – Outrigger pads shall be stored in Two under body mounted compartments. | _____ | _____ |
| 6.4.10 | Grab Handles – On the backside top of bed connecting to end of the platform extension – Two grab handles making a 90 degree angle on each side. | _____ | _____ |
| 6.4.11 | Rear of Platform Extension – Two cable steps into the bed beside grab handles on both sides. Steps not to hang down below 19 ½” from ground. | _____ | _____ |
| 6.5 | AERIAL LIFT | | |
| 6.5.1 | Platform Controls – Shall include a durable 3-Axis single handle controller with safety trigger, a locking lever for platform tilt, and controls for emergency stop, platform stow/un-stow, platform rotation, and jib/winch operation. Also includes dual hydraulic tools with a 2000 psi reducing valve. Control valves are full pressure, full flow manual type valves. | _____ | _____ |

| | | Comply | Non Comply |
|--------|---|--------|---------------|
| 6.5.2 | Fiberglass Platform - One two-person, curbside mounted fiberglass platform 24" x 48" x 42" nominal size, with two inside and outside steps. It shall include lanyard anchor(s), 90" hydraulic rotation, and a tubular platform rest. The standard platform capacity is 700 lbs. | _____ | _____ |
| 6.5.3 | Insulated Platform Liner – Shall include a 50-KV AC bucket liner approximately 24" x 48" x 42". | _____ | _____ |
| 6.5.4 | Platform Cover – Shall include a soft vinyl cover with elastic band and tie down straps. | _____ | _____ |
| 6.5.5 | Personnel Restraint System - A safety belt or harness and a lanyard shall be included. The anchor for the lanyard is attached to the platform support. | _____ | _____ |
| 6.5.6 | Upper Controls Isolation System – Unit shall be equipped with an advanced upper controls isolation system providing electrical isolation from the entire upper controls, including the control dash panel. This system also includes a protective shield which helps prevent environmental and work-related contaminants from making direct contact with the isolating surfaces. | _____ | _____ |
| 6.5.7 | MECHANICAL PLATFORM LEVELING - The platform shall automatically level when being used. | _____ | _____ |
| 6.5.8 | HYDRAULIC PLATFORM LIFT - A lever at the platform tilts the platform for rescue or clean-out. This is accomplished by a double acting hydraulic cylinder with two holding valves mounted at the turret, which drives the mechanical leveling system. A second control lever is located at the lower control station (turret). | _____ | _____ |
| 6.5.9 | HYDRAULIC EXTEND & HYDRAULIC TILT JIB AND WINCH - The material handling jib pole shall hydraulically articulate from +90 degrees to -35 degrees, and the pole hydraulically extends to 60" in two 18" increments. A self-locking worm gearbox shall hydraulically power the winch, which is rated at 2000 lbs. full drum and includes 75' of 9/16 diameter polyester rope with clevis hook. A control valve for the winch is shall be provided at both the upper and lower controls. | _____ | _____ |
| 6.5.10 | STANDARD JIB CAPACITY RATING - Provides the maximum available jib capacity. Jib capacities are independent of the lower boom angle. Capacities vary with model and platform configuration. The maximum jib capacity is 2000 lbs. | _____ | _____ |

| | | Comply | Non Comply |
|--------|--|--------|---------------|
| 6.5.11 | UPPER BOOM – Is a side by side boom for lower travel height and easier platform entry. Constructed from approximately 10.5” x 12.5” rectangular high strength filament wound epoxy resin fiberglass which is bonded and bolted to steel weldments at each end. The fiberglass section has a gel coat and high gloss urethane finish for added weather protection and water beading. The upper boom is articulated 210 degrees by one double acting cylinder with two holding valves through a 4-bar mechanical linkage. An upper boom storage cradle mounted on the lower boom assures solid boom support in the stowed position. | _____ | _____ |
| 6.5.12 | LOWER BOOM - Constructed from approximately 12” x 14” cross-section high strength steel and a filament wound, high strength, epoxy resin fiberglass insert. The fiberglass insert provides a 12” insulation gap. The boom articulation is from 0 degrees to 101 degrees using a double acting hydraulic cylinder equipped with two integral holding valves. It should have horizontal grab bars to enter basket. | _____ | _____ |
| 6.5.13 | ELECTRICAL INSULATION SPECIFICATIONS - The upper boom shall be tested and certified according to ANSI A92.2 Category C dielectric rating requirements, and allows the unit to be rated at the design voltage of 46kv and below. The chassis insulating system (lower boom insert) shall be tested and certified according to ANSI A 92.2. | _____ | _____ |
| 6.5.14 | BOOM CYLINDERS - The upper and lower boom cylinder rod eyes are both threaded and welded. Both cylinders are fully retracted when stowed, protecting them from damage and rust. | _____ | _____ |
| 6.5.15 | TURRET - Fixture welded steel structure is constructed for ¾” thick plate wings and a 1.5” thick base plate. The base plate is machined flat to support the rotation bearing and gearbox. With a single platform configuration, the turret supports the lower boom along the centerline of the chassis when stowed. With a dual platform configuration, the turret off sets the lower boom to the curb side, providing room for the street side platform. | _____ | _____ |
| 6.5.16 | LOWER CONTROLS – Shall be individual control levers mounted on the turret which actuate the lower boom, upper boom, rotation, and winch. The lower controls also include an upper control override/e-stop. The lower control valve is a full pressure, full flow manual type valve. | _____ | _____ |

| | | Comply | Non Comply |
|--------|---|---------------|-----------------------|
| 6.5.17 | CONTINUOUS ROTATION - Rotation is continuous and unrestricted in either direction. The rotation system shall be a hydraulically driven worm and spur gear acting on a shear-ball rotation bearing. The critical bolts holding the lift to the rotation bearing and the rotation bearing to the pedestal shall be grade 8. These critical bolts are torque seal marked to provide a quick means of detecting and loosening. An eccentric ring gearbox mounting allows for precise backlash adjustments. | _____ | _____ |
| 6.5.18 | PINS, BEARINGS, AND LUBRICATION - Pivot pins made from high strength hard chrome plated steel with fiberglass reinforced Teflon non-lube bearings. Only the rotation bearing and leveling chains require lubrication. | _____ | _____ |
| 6.5.19 | PEDESTAL - The pedestal shall be fabricated steel structure incorporating a 1.5” thick top plate machined flat to support the rotation bearing. (The 46” height refers to the installed height, measured from the top of the chassis frame to the top of the pedestal.) | _____ | _____ |
| 6.5.20 | SUB-FRAME - The full-length sub-frame is constructed of 3” x 6” rectangular tubing and 3/8” plate. Shear plates are provided to attach to the vehicle chassis. | _____ | _____ |
| 6.5.21 | DUAL A-FRAME OUTRIGGERS - A-frame outriggers are to be constructed from high strength steel. At maximum extension the outriggers provide approximately 158” of spread and from 6” to 11” of penetration based on a 40” frame height. Outriggers are equipped with pilot operated check valves, internal thermal relief valves, and separate operating controls for each outrigger. Flip up feet. | _____ | _____ |
| 6.5.22 | AUTO BOOM LATCH - The automatic boom latch is designed to automatically latch the boom in the cradle when stowed and automatically release the boom when the lift is operated. The latch is actuated by a hydraulic cylinder and includes a manual over-ride to open the latch without hydraulic power. | _____ | _____ |
| 6.5.23 | HYDRAULIC SYSTEM - The open center hydraulic system shall operate at 3000-PSI and provides up to 8-GPM. With the automatic throttle control, the system shall provide up to 8-GPM at engine idle and 12-GPM at high idle with the automatic two speed throttle advanced. A 10 micron pressure line filter is installed after the pump. | _____ | _____ |
| 6.5.24 | MINIMUM 30-GALLON BULDHEAD OIL RESERVE – Shall include a cleanout, 10 micron return filter, filter gauge, 100 mesh (149 micron) suction strainer, gate valve, oil level-temperature gauge and magnetic drain plug. The approximate dimensions are 34 x 28 x 9-1/2 excluding mounting feet, filters, fittings, etc. | _____ | _____ |

| | | Comply | Non Comply |
|--------|--|--------|---------------|
| 6.5.25 | HOSES AND FITTINGS - The high-pressure hoses routed through the booms are non-conductive hoses with swaged hose end fittings. Retainers are used to separate the hoses inside the booms to prevent chafing and nylon sleeves are installed over hoses at points of movement. Reusable hose fittings can be installed if a hose is damaged. | _____ | _____ |
| 6.5.26 | OUTRIGGER / BOOM INTERLOCK - The outrigger / boom interlock system shall be designed to prevent the lift from being operated until the outriggers contact the ground/ or curb. The interlock also prevents the outriggers from being retracted before the aerial lift is properly stored. This system Must work if one outrigger is on the ground and one on a curbside. | _____ | _____ |
| 6.5.27 | PAINTING - The complete unit is primed and painted prior to assembly. The standard color of unit is white urethane. | _____ | _____ |
| 6.5.28 | AUTOMATIC TWO SPEED THROTTLE - Automatically advances the engine idle speed when operating a boom function from the upper controls. At engine idle, the system provides the desired flow for hydraulic tools. When a lift function is engaged, the engine speed increases to provide efficient boom speeds. The system also includes a toggle switch to manually advance the throttle from the lower and curbside outrigger controls. | _____ | _____ |
| 6.5.29 | ENGINE START / STOP CONTROL - An air cylinder at the upper controls and toggle switches at the lower and curbside outrigger controls operate the system. | _____ | _____ |
| 6.5.30 | BACKUP PUMP - An auxiliary hydraulic pump designed to bring the booms down in case the main hydraulic source fails. This system consists of a hydraulic pump driven by a DC motor, which is powered by the inverter battery. The system is connected in parallel with the main pump and is designed for non-continuous operation. An air cylinder at the upper controls is used to energize this system. This option requires the use of an additional pass in the collector ring assembly. | _____ | _____ |
| 6.5.31 | SLOPE INDICATORS - Slope indicators shall be installed to indicate the level of the rotation bearing relative to the ground. | _____ | _____ |
| 6.5.32 | Hydraulic Tool Circuit – Install additional hydraulic tool circuit with adjustable flow control at outrigger controls. | _____ | _____ |
| 6.5.33 | Hydraulic Tool Circuit Couplers – Install Three sets of hydraulic quick couplings, One at ground and Two at upper controls, also include rubber protective covers. | _____ | _____ |

| 6.6 | MISCELLANEOUS | Comply | Non Comply |
|--------|---|--------|---------------|
| 6.6.1 | Outrigger Placement – To be designed not to take up any compartment space or interfere with compartments in any way. | _____ | _____ |
| 6.6.2 | Pole Rack – Pole rack to be mounted on driver’s side, shall be level so the poles sit level, shall have rubber lining for the poles to sit on and not slide. | _____ | _____ |
| 6.6.3 | Light Bar - Shall have Two 16” mini LED light bars, One permanently mounted on each side of the aerial device boom rest (Star 9016-AA-A or equivalent). Mini light bar will be controlled in unison by One OEM accessory switch. | _____ | _____ |
| 6.6.4 | Strobe Lights – Shall have Two grommet mount oval LED strobe lights in front bumper (Star LDHEF-6 or equivalent). Two oval LED grommet mounted strobe lights mounted to rear of body (Star LDHEF-6 or equivalent). Strobe lights will be controlled in unison by utilizing One OEM accessory switch. | _____ | _____ |
| 6.6.5 | PTO to engage while truck is in neutral. | _____ | _____ |
| 6.6.7 | Winning bidder must supply copy of design of this unit to the WV Parkways Authority prior to building for approval. | _____ | _____ |
| 6.6.8 | Cab & bed to be painted Omaha or Tangier Orange. Unit to be painted White. | _____ | _____ |
| 6.6.9 | Outrigger Controls – To be on rear of machine and shall be mounted on the bottom of the platform extension. | _____ | _____ |
| 6.6.10 | Non Skid Coating – Body walking surface flooring, compartment interior walls, and tops shall be treated with a black spray-on non-skid coating. | _____ | _____ |

BID SUBMISSION PAGE

ONE (1) TRUCK MOUNTED AERIAL DEVICE

BID OPENING 5/12/20 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

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.*