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

**Hood Suppression Systems Inspection, Smoke and Fire Alarm System Inspections, Sprinkler System Inspections & Annual Trip Test of Sprinkler Systems**

Proposals will be received at the office of the WV Parkways Authority, Administration Building, 3310 Piedmont Rd., Charleston, WV until **2pm Tuesday, July 30th, 2019.** 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 or emailed bids will **not** be accepted.

It shall be the bidders' responsibility to determine their method of transmittal such that their bids will arrive in the Authority's office prior to the scheduled bid opening. The Authority cannot waive or excuse late receipt of a proposal which is delayed and late for any reason. Late submissions will not be accepted and will remain unopened. Any proposal received after the proposal opening date and time will be immediately disqualified in accordance with applicable law and administrative rules and regulations applicable to the Authority. Changes to the Request for Quotation may be posted at any time to our website [www.wvturnpike.com](http://www.wvturnpike.com) under the Purchasing tab. It is the Vendors responsibility to check the website. Any addendum issued must be signed and submitted with your RFQ.

All proposals **must** be enclosed in a sealed envelope. The outside of the envelope must include the name and address of the proposer and clearly marked as follows:

**Attn: Purchasing Department Bid Enclosed**

**RFQ: Hood Suppression Systems Inspection, Smoke and Fire Alarm System Inspections, Sprinkler System Inspections & Annual Trip Test of Sprinkler Systems**

**Bid Opening Date: 7/30/19**

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.
REQUEST FOR QUOTATION

**Hood Suppression Systems Inspection, Smoke and Fire Alarm System Inspections, Sprinkler System Inspections & Annual Trip Test of Sprinkler Systems**

All procedures shall be performed in full and complete conformance to OSHA and NFPA Regulations and Standards and shall be performed by a party who has been CERTIFIED by the State of West Virginia Fire Marshall’s Office.

1. **Semi-Annual Inspection of Hood Suppression System**

   **Locations**
   - Beckley Travel Plaza
   - Morton Travel Plaza
   
   - Provider must attach inspection report to invoice and note any problems

2. **Semi-Annual Inspections of Smoke & Fire Alarms (Excludes Exit & Emergency Lighting)**

   **Locations**
   - Bluestone Travel Plaza
   - Beckley Travel Plaza
   - Morton Travel Plaza
   - Beckley South Storage Bldg
   - Rest Area 69
   - Princeton TIC
   - Beckley South Main
   - Headquarters
   - Charleston South State Police
   - Beckley South Annex 1 & 2
   - Beckley Maintenance
   - Beckley South Paint Shop
   - Beckley West HE Mechanics

   - Provider must attach inspection report to invoice and note any problems

3. **Quarterly Inspection of Sprinkler System & Annual Trip Test of Sprinkler System**

   **Locations**
   - Bluestone Travel Plaza
   - Beckley South Annex
   - Beckley South Paint Booth
   - Beckley Travel Plaza
   - Morton Travel Plaza
   - Beckley Maintenance
   - Headquarters (Standpipes Only)

   - Provider must attach inspection report to invoice and note any problems.

Successful bidder shall be contacted by a representative from the WV Parkways Authority to schedule any of the above work and inspections. The successful bidder will not at anytime enter any facility without being accompanied by the WV Parkways Authority representative.

Designated Contract Administrator: Cheryl Porterfield (304) 256-6685
REQUEST FOR QUOTATION

Hood Suppression Systems Inspection, Smoke and Fire Alarm System Inspections, Sprinkler System Inspection & Annual Trip Test of Sprinkler Systems

GENERAL TERMS AND CONDITIONS

The WV Parkways Authority will consider multiple providers for this contract, however, the Authority reserves the right to award the contract to only one provider or make no award if it is in the best interest of the Authority.

CONTRACT PERIOD: The length of this contract shall be for one year from: Date of award.

RENEWAL: This contract has an optional Renewal Clause for three (3) one-year renewal periods. The Renewal Clause may be exercised only upon mutual agreement of both the Parkways Authority and the Vendor. Sixty (60) days prior to expiration of the original contract period, the Vendor shall notify the WV Parkways Authority in writing of their wishes to renew said contract.

PRICE ADJUSTMENT: Prices shall remain firm for the initial length of the contract. After the initial contract period, if the contract is renewed or extended, contract prices may be adjusted upward. A request for upward price adjustment shall include acceptable documentation to justify the increase.

INVOICES: Vendor invoices must be itemized; detailing services performed per location and must include a copy of all signed inspection reports. If these reports are not provided with the invoices, payment will not be made. Include contract/order number of each invoice to expedite payment.

WARRANTY: The Provider/Seller expressly warrants that the goods and/or services covered by this contract will: (1) conform to the specifications, samples, or other description furnished or specified by the agency; (2) be fit for the purpose intended; and/or (3) be free from defect in material and workmanship.

REASSIGNMENT: Neither this contract nor any monies due may be reassigned by the Provider/Seller without the agency’s written consent.

COMPLIANCE: Provider/Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, wage rates of the WV Division of Labor.

CANCELLATION: Parkways’ Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the Provider/Seller.

TAXES: The State of West Virginia, WV Parkways Authority is exempts from Federal and State taxes and will not pay or reimburse such taxes.

LIABILITY INSURANCE: Provider must provide proof of liability insurance and upon contract award, name the Parkways Authority as an additional insured.

INSPECTION OF RECORDS: Records must be made available for inspection by the Parkways Authority during business hours during the contract period, including contract extension time periods and must be available for three (3) years following the contract expiration.

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
Phone: (304) 926-1900 x2314 Fax: (304) 926-1909
Email: mvickers@wvturnpike.com
Deadline to submit questions is Thursday, July 25th, 2019 by 4pm.
### 1. Semi-Annual Inspection of Hood Suppression System

<table>
<thead>
<tr>
<th>Location</th>
<th>Cost Per Location</th>
<th>X2</th>
<th>Total Cost per Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bluestone Travel Plaza</td>
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<td></td>
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<tr>
<td>Beckley Travel Plaza</td>
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<tr>
<td>Morton Travel Plaza</td>
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</table>

### 2. Semi-Annual Inspections of Smoke & Fire Alarms (Excludes Exit & Emergency Lighting)

<table>
<thead>
<tr>
<th>Location</th>
<th>Cost Per Location</th>
<th>X2</th>
<th>Total Cost per Location</th>
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<tbody>
<tr>
<td>Bluestone Travel Plaza</td>
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<tr>
<td>Beckley Travel Plaza</td>
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<tr>
<td>Morton Travel Plaza</td>
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<td></td>
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<tr>
<td>Beckley South Storage Bldg</td>
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<td></td>
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<tr>
<td>Princeton TIC</td>
<td></td>
<td></td>
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<tr>
<td>Beckley South Main</td>
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<tr>
<td>Beckley South Annex 1</td>
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<tr>
<td>Beckley South Annex 2</td>
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<tr>
<td>Beckley West HE Mechanics</td>
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<tr>
<td>Headquarters</td>
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<tr>
<td>Beckley Maintenance</td>
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<tr>
<td>Charleston South State Police</td>
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<td></td>
<td></td>
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<tr>
<td>Rest Area 69</td>
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</tbody>
</table>

### 3. Quarterly Inspection of Sprinkler System

<table>
<thead>
<tr>
<th>Location</th>
<th>Cost Per Location</th>
<th>X4</th>
<th>Total Cost per Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bluestone Travel Plaza</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Beckley South Annex</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Beckley South Paint Booth</td>
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<tr>
<td>Beckley Travel Plaza</td>
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<td></td>
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<tr>
<td>Morton Travel Plaza</td>
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<tr>
<td>Beckley Maintenance</td>
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</tbody>
</table>

### 4. Annual Trip Test of Sprinkler System

<table>
<thead>
<tr>
<th>Location</th>
<th>Cost Per Location</th>
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<tbody>
<tr>
<td>Bluestone Travel Plaza</td>
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<tr>
<td>Beckley South Paint Booth</td>
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<td></td>
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<tr>
<td>Morton Travel Plaza</td>
<td></td>
</tr>
<tr>
<td>Beckley Maintenance</td>
<td></td>
</tr>
</tbody>
</table>

**SUBMITTED BY:**

**COMPANY:** ____________________________ **ADDRESS:** ____________________________

**PHONE:** ____________________________ **FAX:** ____________________________

**EMAIL ADDRESS:** ____________________________ **COMPANY CONTACT:** ____________________________

**VENDOR REGISTRATION NO.** _________________

[www.wvoasis.gov](http://www.wvoasis.gov)
STATE OF WEST VIRGINIA  
Purchasing Division  
PURCHASING AFFIDAVIT  

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(), 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 in 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 exceed 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 01/18/2018)
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 - Any references to prepayment are deleted. Payment will be in arrears.

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, 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 or 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 of 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 the 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: ___________________________________

Title: _____________________________________

Date: _____________________________________

Company Name: ____________________________

Signed: ___________________________________

Title: _____________________________________

Date: _____________________________________
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