REQUEST FOR QUOTATIONS

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

SMOOTH PROTECTIVE CONCRETE COATING FOR BRIDGE PARAPET WALLS AND SUBSTRUCTURES

Proposals will be received at the office of the WV Parkways Authority, Administration Building, 3310 Piedmont Rd, Charleston, WV until 2PM on Tuesday, March 21st, 2017. 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 WV 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 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: SMOOTH PROTECTIVE CONCRETE COATING FOR BRIDGE PARAPET WALLS AND SUBSTRUCTURES

BID OPENING DATE: 3/21/17

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 (including email). Questions regarding this RFP should be directed to Margaret Vickers, Director of Purchasing, Phone 304 926-1900, Fax 304 926-1909 or email: mvickers@wvturnpike.com 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. Deadline for written questions is 3/13/17 4PM.

1.2 Registration
Prior to contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division, 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.
SPECIFICATIONS

Smooth Protective Concrete Coating for Bridge Parapet Walls and Substructures

Description
This work consists of furnishing materials for a smooth protective concrete coating system that will be applied by Graco Ultra Max II 1595 airless sprayers to WV Parkways Authority bridge parapet walls and substructures.

Materials
General: The material shall be a non-toxic, VOC compliant, high-build, 100% acrylic aggregate-filled, breathable, flexible coating.

The coating shall be white in color and the finish texture shall be smooth (FS # 37925).

<table>
<thead>
<tr>
<th>PROTECTIVE CONCRETE COATING PROPERTIES</th>
<th>Requirement</th>
<th>Test Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Density</td>
<td>13 lbs/gal</td>
<td>ASTM D1475</td>
</tr>
<tr>
<td>Viscosity</td>
<td>117 KU</td>
<td>ASTM D562</td>
</tr>
<tr>
<td>VOC Content</td>
<td>0.48 lbs/gal</td>
<td>ASTM D3960</td>
</tr>
<tr>
<td>Accelerated Weathering</td>
<td>5,000 hrs</td>
<td>ASTM G23, Type d</td>
</tr>
<tr>
<td>Water-vapor permeance</td>
<td>13 perms</td>
<td>ASTM D1653</td>
</tr>
<tr>
<td>Salt spray resistance</td>
<td>300 hrs</td>
<td>ASTM B117</td>
</tr>
<tr>
<td>Flexibility</td>
<td>1” mandrel</td>
<td>FL DOT Section 400-15.2.6.7g</td>
</tr>
<tr>
<td>Abrasion resistance</td>
<td>3,000 L</td>
<td>FTMS 141a, Method 6191</td>
</tr>
<tr>
<td>Freeze/thaw resistance</td>
<td>50 cycles</td>
<td>FL DOT Section 400-15.2.6.7a</td>
</tr>
</tbody>
</table>

Purchase Quantity
The Parkways Authority intends to award an open-end contract for the above specified material. This is a one (1) year contract with the option of two one (1) year renewals. The Authority anticipates that it will use the material to coat approx. 100,000 square feet of concrete bridge parapet walls in each of the next three summer construction seasons. Quantities listed above are estimates only. It is understood and agreed that the contract shall cover the quantities actually ordered for delivery during the term of the contract, whether more or less than the quantities shown.

All materials to be delivered to: Ghent, WV or Beckley, WV or Standard, WV.

BIDDING PROCEDURES
Bidders shall return an original set of these specifications along with three (3) copies with all product data sheets and manufacturer’s warranty information on proposed materials.

Failure to provide the information requested herein may be cause to reject the bid.
TERM

The term of this contract will be for a period of one (1) year and may be extended for two (2) additional one (1) year periods based on the mutual agreement of the Parkways Authority and the vendor.

RENEWAL

This contract may be renewed upon the mutual written consent of the Authority and the vendor, submitted to the Director Purchasing thirty (30) days prior to the original expiration date. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to two (2) one (1) year periods.

PRICE ADJUSTMENT

The unit price will remain firm for a period of one year. The Authority may consider price adjustments to the contract if renewed for a second and third term. Provided that such price adjustment covers both upward and downward movement of the commodity price, and that adjustment is based on the “pass through” increase or decrease of raw materials and/or labor, which make up all or a substantial part of a product. Adjustments are to be based upon an actual dollar figure, not a percentage. All price adjustment requests must be substantiated in a manner acceptable to the Director of Purchasing, e.g. government bench marks, general market increase, published price lists. Such requests for an increase should be received in writing by the Director of Purchasing at least 30 Days in advance of the effective price adjustment, the Authority may either accept the price adjustment and amend the contract accordingly or reject the adjustment in its entirety and cancel the contract.

Any and all questions pertaining to these specifications or this procurement process must be in writing and submitted to:
Smooth Protective Concrete Coating for Bridge Parapet Walls and Substructures

**BID OPENING: 3/21/17 @ 2PM**

| Manufacturer | ___________________________ |
| Product Name | ___________________________ |

| Quantity Price Break (If Any) | _______  _______  _______ |
| Price per SF of coverage | _______  _______  _______ |
| Price per gallon | _______  _______  _______ |

*Prices are to be FOB delivered Ghent Maintenance Facility Ghent, WV*

| Delivery Date | ___________________________ |

**SUBMITTED BY:**

| COMPANY NAME | ___________________________ |
| ADDRESS | ___________________________ |
| PHONE NUMBER | ___________________________ |
| FAX NUMBER | ___________________________ |
| EMAIL ADDRESS | ___________________________ |
| COMPANY CONTACT | ___________________________ |
| SIGNATURE | ___________________________ |

| VENDOR REGISTRATION NUMBER | ___________________________ |

see [www.wvoasis.gov](http://www.wvoasis.gov)
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 the 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 proposer 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  
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: 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 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 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 08/01/2015)
VENDOR PREFERENCE CERTIFICATE

State of West Virginia

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 for four (4) years immediately preceding the date of this certification; 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;
   - [ ] 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-3-69 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.

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.*