



## **West Virginia Parkways Authority**

### **REQUEST FOR PROPOSALS**

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

#### **PARTICIPATION IN WEST VIRGINIA PARKWAYS AUTHORITY CORPORATE SPONSORSHIP PROGRAM**

Proposals for participation in the Parkways Authority Corporate Sponsorship Program will be received at the office of the WV Parkways Authority (“WVPA” or the “Authority” or “Parkways”), Administration Building, 3310 Piedmont Rd, Charleston, WV until **2PM on December 20th, 2018**. 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 every Proposer’s 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 be returned 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 Proposal may be posted at any time to our website [www.wvturnpike.com](http://www.wvturnpike.com) under the Sponsor and Purchasing pages. It is the Proposer’s responsibility to check the website for any addenda to the RFP. Any addendum issued must be signed and submitted with your RFP.

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**

**RFP: WEST VIRGINIA PARKWAYS CORPORATE SPONSORSHIP PROGRAM**

**PROPOSAL DUE DATE: 12/20/18**

The West Virginia Parkways Authority reserves the right to reject any and/or all proposals. Successful Proposers 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.

## I. Purpose

The West Virginia Parkways Authority desires to generate non-toll revenue through corporate sponsorships using the assets of the West Virginia Parkways Authority, an 88-mile toll road between the capitol city of Charleston and its intersection with U.S. Route 460 at Exit 9 Princeton, Mercer County, WV. The purpose of this Request for Proposal is to establish one or more multi-year contracts through a competitive process to develop a sponsorship program of the marketing assets identified in Exhibit A (WV Turnpike Assets Available for Sponsorship). This program will be administered in compliance with the written Revenue Generation Policy of the Parkways Authority, which can be downloaded at <https://transportation.wv.gov/Turnpike/sponsors/pages/default.aspx> and includes the Federal Highway Administration (FHWA) Order 5160.1A and Title 23 U.S.C. 111 governing sponsorships and acknowledgments on public highways and limited commercial activities (advertising and media displays) only in accordance with the provisions of Title 23 U.S.C. 111(b).

## II. Parkways Authority Policy

The Revenue Generation Policy governing the Parkways Authority Sponsorship Program is available for download at

<https://transportation.wv.gov/Turnpike/sponsors/pages/default.aspx>

**Submission of a proposal in response to this RFP represents confirmation that the Proposer has read and agrees to adherence to that Policy, including FHWA Order 5160.1A and applicable provisions of the Title 23 U.S.C. 111.**

The Revenue Generation Policy includes sections dedicated to:

- Introduction and Program Background
- Definition of Terms
- Responsibilities of the Parkways Authority, Sponsors, WV DOH and FHWA.
- Policies, Procedures and Limitations
- Appendix – FHWA Order 5160.1A and Title 23 U.S.C. 111.

### III. Statement of Needs

Successful Proposers will be required to plan and collaborate with the Parkways Authority on the installation and activation of a comprehensive, high quality sponsorship program with a significant marketing presence utilizing the assets made available by this program and in compliance with the requirements of this RFP and the Policy, including FHWA Order 5160.1A and the applicable provisions of the U.S. Code (“U.S.C.”).

#### A. General Requirements:

1. Proposer must, at all times, develop and administer a sponsorship program that represents the best interests of and provides the most competitive compensation package to WVPA for the advertising rights available through sponsorship and pursuant to any contract resulting from this RFP. The primary goal of the program is to generate the highest level of annual, recurring revenue for WVPA.
2. Unless specifically provided otherwise in writing by the WVPA, Vendor shall obtain approval of the Parkways General Manager, or his designee, for all promotional content, announcements, advertisements, signage, display infrastructure and related marketing materials prior to use.
3. WVPA desires a multi-year contract of at least three (3) years, with two 2-year renewal options, but retains the flexibility to consider alternative terms and renewal options if a Proposer’s proposal justifies doing so.
4. WVPA manages a website ([www.wvturnpike.com](http://www.wvturnpike.com)) that provides travelers with information and resources. The website is available as an asset and proposals should include how the Proposer recommends using it as part of any proposed sponsorship program.
5. No sponsorship proposal shall include any component that in any way imposes a fee upon travelers or visitors to any rest area, travel plaza or other Turnpike venue to utilize any feature of the program.

#### B. Specific Sponsorship Proposal Requirements:

1. The proposed space and location for Acknowledgments or Advertising should be specified by the Proposer, **subject to compliance with FHWA Order 5160.1A, Title 23 U.S.C. 111 and approved by WVPA, WVDOH and FHWA.**
2. Acknowledgment and Advertising components (size, format, servicing, ownership, etc.) shall be included as part of the proposal and must be approved by the WVPA prior to installation by the WVPA/WVDOH Traffic Engineering Departments. Proposer shall be responsible for supplying all such components, the costs of installation and timely removal.

3. WVPA recognizes that during the term of the sponsorship agreement, other Turnpike assets may be created or become available due to initial non-subscription for sponsorship. The successful Proposer will have the first opportunity to submit an addendum to its initial sponsorship proposal for such assets for a term and compensation to be negotiated and mutually agreed upon by the successful Proposer and WVPA. If Proposer does not desire to submit such an addendum or having submitted one that is rejected by WVPA, or if its initial proposal does not include all assets available under the Policy and Program, WVPA may seek additional sponsors.
4. WVPA is committed to monitoring and maintaining goodwill with the traveling public. All use of the sponsorship rights by the sponsor will be in the best interests of WVPA and the State of West Virginia. Proposer shall not present any advertisements in areas where the same is not permitted and then only in strict compliance with the Policy, the FHWA Order and provisions of the applicable sections of the U.S. Code. To the extent permitted, it can be made known the Sponsor has a paid sponsorship relationship with the WVPA and that said relationship does not constitute WVPA's endorsement of the Sponsor's product or service, the accuracy of the sponsorship acknowledgement or any permitted advertisement or the quality or performance of the Sponsor's products or services.
5. Federal and state laws and rules regulate the use of Rest Area advertising. Proposer shall ensure that all signage proposed is in accordance with those federal and state regulations, including acquisition of applicable permits. All signage must be approved by WVPA, WVDOH and FHWA prior to installation by WVPA/WVDOH.
6. Successful Proposer must comply with state and federal nondiscrimination laws and regulations as described in the Policy.
7. Acknowledgments or Advertising shall not contain obscene, pornographic, indecent or explicit messages with any level of sexual overtone, innuendo or double entendre. Proposers who propose/provide a product or a service that deals in that excluded content will not be eligible for consideration.
8. No Acknowledgments or Advertising with content concerning a political candidate or ballot measure shall be permitted.
9. Marketing or Advertising Firms, as defined in the Policy, may qualify as a Proposer on behalf of one or more of its clients as sponsors, pursuant to the Policy with regards to financial responsibility.
10. All installation and removal of acknowledgment signs and permitted sponsor advertising will be performed by the Traffic Engineering Department of Parkways Authority and/or WVDOH, who will be responsible for traffic control and safety plans for such installation. All Acknowledgment signs and Advertising shall be removed timely upon the expiration of the agreement, unless the sponsorship and agreement are renewed. All installation and removal of such signage shall be at the sole cost of the Proposer.

#### **IV. Proposal Preparation and Submission Instructions**

**Proposal Delivery:** Sealed Proposals responding to this RFP will be received until 2:00 pm eastern time on December 20<sup>th</sup>, 2018 at the following location:

WV Parkways Authority  
3310 Piedmont Road  
Charleston, WV 25306

Method of delivery shall be in accordance with the instructions on the first page of this RFP. No proposals will be accepted after the time and date specified. No email or facsimile transmissions will be accepted. WVPA reserves the right to reject any or all proposals.

Timely receipt of proposals will be determined by the time and date the proposal is received at the addresses and in the manners specified. Receipt of proposals at any other WVPA or Turnpike location shall not be considered proper delivery. Hand delivery is encouraged to assure compliance. Proposals received after the deadline will be stamped for time and date and returned unopened.

All materials submitted in accordance with this RFP become the property of the WVPA and the State of West Virginia and shall not be returned. All materials may remain confidential until a contract is executed with the selected Proposer(s) at which time all materials submitted become a part of public record. WVPA is subject to the provisions of the Freedom of Information Act, West Virginia Code 29B-1-1, et. seq. In the event a request to disclose is received by the WVPA prior to the award of a contract and the submissions of the Proposer cannot be withheld as part of a blackout period or under one of the exceptions to the release under the Freedom of Information Act, the WVPA will timely notify the Proposer, who may then defend against the release of such information such as trade secrets, etc.

**Six (6)** copies of the proposal are required, one of which should be an original and signed by a representative or officer authorized to bind the Proposer. The proposals should be packaged in such a manner that the outer wrapping clearly indicates the following information:

**Response to RFP:**

Proposal for WVPA/Turnpike Corporate Sponsor Program  
Proposer's Name

Individuals of the Proposer's organization authorized to negotiate a contract with WVPA based on the proposal shall be identified by name, title, address, phone number and e-mail.

**Proposed Schedule of Events:**

Release of the RFP	11/2/18
Mandatory Pre-Proposal Conference	11/27/18 10AM
Vendor's Written Questions Submission Deadline	12/6/18 4pm
Response to Questions Deadline	12/11/18 4pm
Addendum Issued Deadline (If Applicable)	12/14/18 4pm
Proposal Due Date	12/20/18 2PM
Oral Presentation (If Applicable)	TBD*
Board Consideration/Award	TBD*

\*Proposers will be notified once the dates have been scheduled for events listed as TBD (To Be Determined).

**Proposal Content:**

Any content received in the proposal may, at the discretion of WVPA, be included in the Agreement with the selected Proposer(s). Proposals may include information in addition to the following, but shall include as a minimum:

1. Description of Proposed Program. Proposer shall provide a detailed description that includes the following information:
  - a) A narrative describing how the Proposer proposes to make use of the Turnpike assets being made available for sponsorship.
  - b) The proposed multi-year term of the contract, proposed renewal options and a timeline for implementing the program.
  - c) A basic description of the production or technology required of the Parkways Authority or WVDOH to be used for installation of Acknowledgments or Advertising, if any, as specified and approved in the Agreement.
2. Proposed compensation to WVPA for the described sponsorship rights, in total and annually if payment is to be made in installments other than equally by year.
3. Proposer shall provide a detailed plan describing how it will administer, activate and promote the sponsorship(s), including key employees assigned to the program, their function, and their experience and contact information.

4. Previous experience. Proposer is encouraged to provide examples of other sponsorship agreements in which it is involved as a sponsor, particularly any that are transportation related, that demonstrate experience and capability.
5. Financial statements. Proposer shall provide audited annual reports or financial statements, including balance sheet, for the last three years. Proposer shall also provide a list of financial institutions used by the Proposer with the name, address, types of accounts and official contacts.
6. Prior Litigation. Proposer shall provide information pertaining to any litigation presently brought by or against the Proposer's company, subsidiary or parent company, and any such litigation within the past five (5) years. The information should include all legal actions taken, or settled prior to or during trial that are not deemed confidential. If no such litigation exists now or in the past five years, Proposer shall provide a brief statement indicating so.

## **V. Pre-Proposal Conference and Questions**

A Mandatory Pre-Proposal conference will be held at 10:00 am eastern time on November 27<sup>th</sup>, 2018 at Parkways Authority, Headquarters, 3310 Piedmont Road, Charleston, WV, 25306, to answer questions related to this Request for Proposals. The pre-proposal conference is mandatory. A representative from each Proposer must attend the Pre-Proposal conference, preferably in person. If the representative is not able to attend in person, he/she may attend via conference call. Failure to attend either in person or by conference call will result in disqualification of the Proposer. Prospective Proposers are required to notify Margaret Vickers, WVPA Purchasing Director, by e-mail at least 48 hours prior to the scheduled start of the Mandatory Pre-Proposal Conference of their intent to attend in person or by conference call. Her e-mail address is [mvickers@wvturnpike.com](mailto:mvickers@wvturnpike.com).

Proposers may submit questions or request clarifications following the Pre-Proposal Conference. All such requests shall be made in writing to Margaret Vickers at the e-mail address above. Submitted questions/clarifications along with WVPA responses will be e-mailed to all those who attended the Pre-Proposal Conference and will also be posted on the WVPA website ([www.wvturnpike.com](http://www.wvturnpike.com)) on the Sponsor and Purchasing pages. Questions or clarifications must be received by 4pm 12/6/18 (see schedule of events pg 6).

## **Evaluation Procedure and Criteria**

- A. Evaluation Procedure. A selection committee appointed by the WVPA will review the proposals, assessing each to develop a short list of Proposers judged most capable of meeting the program goals for activation and revenue. Determination of the Proposers deemed most capable will be based on the criteria identified below in VI. B.

Those selected Proposers may be required to make an oral presentation to WVPA. The oral presentation will take place at Parkways Authority, Headquarters, 3310 Piedmont Rd., Charleston, WV 25306. Attendance at each Proposer's oral

presentation will be restricted to three (3) representatives of the Proposer, certain staff and members of the WVPA and selection committee members. The order of presentation will be determined by random drawing.

Oral presentations (if scheduled) will be limited to one and one-half hours per Proposer. Proposers may use audio-visual aids. A video and computer capable of multi-media projection will be available. If any other equipment is needed, it will be the Proposer's responsibility to provide those items. Introduction of new material in the course of an oral presentation may constitute grounds for rejecting the written proposal as incomplete or informal, unless such new information or material is in response to questions from the selection committee during the oral presentation. Brochures, forms or other items mentioned in the proposal shall not constitute new material. WVPA reserves the right to record oral presentations for its exclusive review in the course of the selection process. Any recordings of oral presentations shall become the exclusive property of WVPA.

After the presentation are completed, WVPA will rank the Proposers based on WVPA's evaluation of their proposal using the criteria below.

B. Evaluation Criteria. The award will be made to the qualified Proposer(s) proposing the best value to WVPA. The selection committee will use the following criteria and WVPA reserves the right to select more than one Proposer if (a) they are non-competing, and (b) the assets they propose sponsoring are not shared (completely different). The Proposer(s) who attain the final highest point score possible one-hundred (100) points maximum of all Proposers shall be awarded the contract(s). The selection of the successful Proposer(s) will be made by a consensus of the selection committee. **Note:** Proposers must score a minimum of 70 points to be eligible for further consideration and to give oral presentations (if applicable) to the selection committee.

C.

The following are the evaluation factors and maximum points possible:

1. Potential annual and total revenue remitted to WVPA. 30 pts
2. Proposed use and activation of Turnpike marketing assets. 30 pts
3. Previous experience of the Proposer with other sponsorship programs. 30 pts
4. Proposed term for multi-year agreement and renewal options, and timeline required to implement the program. 5 pts
5. Financial stability of the Proposer. 5 pts

#### **Notes to Evaluation Process**

1. **The marketing assets available for sponsorship in Exhibit A are segmented by category. It is understood by WVPA that Proposers may submit proposals for sponsorship of all assets, or any part thereof. The WVPA reserves the right to accept one proposal for sponsorship of all assets, or more than one proposal if submitted proposals are by segments.**
2. **WVPA reserves the right to cancel this solicitation or reject any or all proposals at any time during the process.**



## VI. General Terms and Conditions

- A. Prior to execution of a sponsorship contract or agreement, all Proposers must be registered vendors with the State of West Virginia.
- B. All expenses incurred by Proposers in responding to this RFP shall be borne by the Proposer. In no event shall the WVPA be responsible for any expenses.
- C. Additive or deductive reply changes may be submitted in response to Addenda issued to the RFP. Replies must be acknowledged in a cover letter attached to the proposal. Failure to properly acknowledge any reply may result in a declaration of no-response.
- D. In order to protect the integrity of the RFP process, proposals shall not be prepared, completed or altered on WVPA premises. Any proposal prepared, completed or altered on WVPA premises may be disqualified.
- E. Response to this RFP will not be opened publicly. Proposers will be notified of advancement through the RFP process as described in this RFP.
- F. Responses may not be amended after they are received by WVPA, unless by written request from the WVPA.
- G. Any of the following reasons may be considered sufficient ground for rejecting a proposal:
  - 1. Proposer or any subsidiary or related company submits more than one proposal for the same RFP under the same or different name.
  - 2. A Proposer is involved in any type of collusion with one or more Proposers or others in an attempt to gain an advantage in the RFP process.
  - 3. Proposer has been suspended or debarred from doing business with the State of West Virginia, is not current with all vendor registrations and tax liabilities, or who appears on the Federal List of Excluded Parties Listing System.
- H. WVPA will not enter a contract with any Proposer who has provided material assistance to any organization on the US Department of State's terrorist exclusion list. The successful Proposer will be required to complete a Declaration regarding material Assistance/Non-Assistance to a terrorist organization (DMA) form prior to executing a contract pursuant to this RFP.
- I. Proposer shall comply with all state and federal laws applicable to operating a workplace in West Virginia including but not limited to such laws, rules and regulations regarding a drug-free workplace. The Proposer shall make a good-faith effort to ensure that its employees, while working on WVPA property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
- J. Proposer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, sexual orientation, gender identity or age. Such discrimination also applies to upgrading or promotion, demotion, transfer, layoff, termination, rates of pay or other forms of compensation or benefits.
- K. Proposer shall comply with all Ethics laws and guidelines of the State of West Virginia.
- L. Proposer will provide certification of the following insurance coverages:

## **INSURANCE REQUIREMENTS**

Proposer agrees that it will obtain and maintain Commercial General Liability, Commercial Automobile Liability (designated Symbol 1), Worker's Compensation and Employer's Liability including standard form Insurance Services Office (ISO) contractual liability provisions, with a combine single limit of at least One Million Dollars insuring against damage resulting from injuries, including wrongful death and property damage for any accidents which occur and involve work performed by Proposer or the installations and appurtenances thereto left subsequent to the completion of Proposer's work. Such insurance shall apply to any accident occurring on WVPA property and to any accident occurring off the WVPA's property while engaged in work originating pursuant to or related to the Sponsorship Agreement. The WVPA shall be included as an Additional Insured under the Commercial General Liability and Commercial Automobile Liability policies.

The Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employer's Liability insurance policies will waive any rights by the insurer and subrogate against the Authority.

Proposer shall have the option to self-insure for the Worker's Compensation and Employer's Liability insurance requirements stated above, provided it meets all requirements of all laws, rules and regulatory agency guidelines and approvals for such self-insurance.

Proposer shall require that all contractors and sub-contractors working or providing services or materials to the work under a Sponsorship Agreement contemplated by this RFP carry the same insurance required of the Proposer under the terms of this RFP, including the naming of the WVPA as an additional insured.

Upon request, Proposer shall provide certificate of insurance to the WVPA evidencing the insurance required above. Should any of the required insurance coverage: (a) be or become unsatisfactory as to form or substance or if the insurance company or carrier shall be or become unsatisfactory to the Authority; and/or (b) be cancelled by the Proposer for any reason or cancelled or non-renewed by the insurance company or carrier for any reason, Proposer shall promptly (within 48 hours) provide written notice of such occurrences to the WVPA and Proposer shall promptly obtain a new and satisfactory proof of such replacement insurance policy or policies to the WVPA. Proposer understands and agrees that at no time shall there be a lapse in the insurance coverage required under the terms of the Sponsorship Agreement.

## INDEMNIFICATION AND INSURANCE

Proposer agrees to indemnify, defend and hold harmless the WVPA, its members, officers, employees and agents against and from any and all claims, causes of action, suits, losses, damages and expenses (including attorney's fees and costs of investigation and litigation, including those on appeal) for bodily injury (including death) or damage to any person or property based upon or arising out of the actions or operations of the Proposer in connection with its Agreement(s) with the WVPA. Proposer will further indemnify, defend and hold harmless the WVPA from any and all claims, causes of action, damages, and suits and losses to the extent arising from negligent acts, errors or omissions on the part of the Proposer in performance of any covenant or agreement which said Proposer must perform under the terms of any contract with the WVPA.

Proposer's obligation to indemnify, defend and hold harmless the WVPA shall include but not be limited to the following claims, causes of action, suits, losses and damages:

- Libelous or controversial advertisements, notices or publications, and all actions or decisions pertaining thereto, whether actual or alleged, arising out of or in any manner connected with the exercise of the right, power and privileges granted to the said Proposer.
- Injunctions or claims for damages for infringement of any copyrights, trademarks or patents by the use of any advertisements, inappropriate use of intellectual property of any kind belonging to or claimed by another, notice publication, device, process or equipment in connection with the exercise of rights, power and privileges granted to the said Proposer.
- Proposer shall also maintain the following insurance coverage: (1) Proposer's insurance specified above shall include an endorsement covering advertising injury and contractual liability endorsement covering indemnities and shall name the WVPA as an additional insured and shall be deemed primary over any other policy owned by the WVPA; (2) Worker's Compensation insurance required, including Employer's Liability Insurance with a minimum limit of \$1,000,000.00 which may be self-insured if it complies with statutory requirements.

## **Exhibit A WV Turnpike Assets Available for Sponsorship**

### **Website**

#### Assets:

1. Logo and link on home page – fixed.
2. Ad message in rotating banner...one of five.
3. Logo and link on traveler info pages, such as Map, Travel Plazas, Resources, etc.
4. Logo, Link and marketing message on sponsor page.

#### Stats:

- In calendar year 2017, over 228,000 visits from 227,591 unique visitors.
- First six months of 2018 – 169,896 visits by 166,184 unique visitors.
- Average time on site – 1.35 minutes; average pages views – 2.01
- Website traffic will continue to increase dramatically for two reasons:
  1. Change in E-ZPass model and on-line servicing.
  2. Free Wi-Fi zones at venues start with a click to the website to activate.

### **Courtesy Patrol**

#### Assets:

1. Logo and website on three trucks. (All three scheduled for replacement July, 2019)
2. Logo patch on uniform vests.
3. Logo and website on Courtesy Card given to each motorist assisted.
4. Data collection....opt-in opportunity for sponsor offers.
5. Inclusion on Turnpike brochure when it is updated for new E-ZPass info.

#### Stats:

- Service available 24/7/365.
- Motorists assisted in 2015-2016 – 8,324. In 2016-2017, that total was 8,828 (+6%). In 2017-2018, that total was 8,803.
- Three trucks, 12 full-time employees.
- Three zones of 30 miles, 28 miles and 30 miles.
- In addition to serving motorists, CP crew assists State Police with watchman service for accidents, debris removal, etc.

### **Highway/Traffic**

#### Assets:

1. Signage > as allowed by FHWA Order 5160.1A, secondary or sub-signage on blue functional signs like \*SP, 511, Welcome & Thank You, etc.
2. Toll booths/lanes.
3. Toll receipts.
4. Toll booth attendant uniform vests.

#### Stats:

- Turnpike is 88 miles long.
- 38 toll booths, including E-ZPass lanes.
- 37,449,292 transactions for last fiscal year. (Fourth year in a row for increase).
- Total miles – over one billion (1,016,328,241)

## Turnpike Venues

There are three types of venues on the Turnpike that represent motorist engagement opportunities:

- Rest Area 69 and the Princeton Welcome Center. These are traditional Interstate rest stops and subject to FHWA guidelines on sponsorship recognition.
- The three Travel Plazas. Already very commercialized with Quick Service Restaurants, gasoline & diesel service, etc. Fewer restrictions on what we can do, as long as proposed advertising is not legible on the main roadway.
- Tamarack. A tourist attraction with Greenbrier food service and juried artisans. Motorists who stop here are not in a hurry. Some strings attached to how we recognize sponsor, but not as tight as Rest Areas.

Assets:

- Signage....variable by type of venue. Exterior – ingress, parking lot, egress. Interior – above doorway, eye-level in RR, etc.
- Space for movable banners & mobiles in pedestrian traffic areas inside.
- Racks for literature.
- ATM Welcome screen.
- Possible space inside for kiosk, depending on size and needs, and with the approval of HMS Host.

Stats – Annual Visitor Counts (2016-2017 stats)

- Princeton Welcome Center - 161,412
- Rest Area 69 – 1,675,350 (this will increase with a full year of visits)
- Tamarack – 507,000
- Beckley Travel Plaza – 1,864,918
- Morton Travel Plaza – 716,139
- Bluestone Travel Plaza – 409,023
- ATM's – six units, 80,000+ transactions/year, but the screen or topper would obviously be seen by more than that.

## Wi-Fi/Cell Safety Zones

### Asset:

At each of the six venues, there is now or soon will be free Wi-Fi service available in the building and the parking lot. The service and areas will be promoted via signage as “Safety Zones”, where motorists can access Wi-Fi service, make calls and text in a fixed location, rather than while driving.

### Stats:

The visitor counts to each Safety Zone are included in the Venue section. It is anticipated that the free Wi-Fi service could positively impact the visitor numbers, but not sure how much.

## E-ZPass

### Current Assets:

- E-ZPass section of Turnpike brochure.
- Exposure to the E-ZPass customer via WVPA platforms, such as applications, invoices or other communications.
- E-ZPass section on Website.

### Current Stats as of October 15, 2018:

- 74,321 accounts (91.9% personal and 8.1% commercial)
- 140,521 transponders (63.1% personal and 36.9% commercial)

On September 1, 2018, the Parkways Authority introduced a new toll structure and a revised E-ZPass program that will dramatically increase the number of E-ZPass accounts and number of transponders by January 1, 2019.

**Prior Model.** Toll rates started with \$2.00 for passenger cars, pick-up trucks, motorcycles, and passenger vans at each of the six (6) Mainline Toll Plazas. The rate increased from there based on vehicle height/axles. An E-ZPass account that covered unlimited access through all toll plazas started at \$285 annually.

**Current Model.** Toll rates will double on January 1, 2019, starting at \$4.00 at each of the six (6) Mainline Toll Plazas for passenger vehicles. ***However, up until December 31, 2018 (midnight), a three-year E-ZPass account was introduced, available for purchase during a limited time enrollment period, which rolled out on September 25, 2018, for \$24, or the equivalent of one round-trip on the turnpike if paying the new tolls. After the initial three years, or for those who did not purchase during the early enrollment period, the annual fee for an E-ZPass will be \$25.***

REQUEST FOR PROPOSAL  
WEST VIRGINIA PARKWAYS AUTHORITY  
**WEST VIRGINIA PARKWAYS AUTHORITY CORPORATE SPONSORSHIP**

PROPOSAL FORM INFORMATION

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Vendor Phone: \_\_\_\_\_

Vendor Fax: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Addenda to this RFP we have received and reviewed (list): No.(s): \_\_\_\_\_

**I. TRANSMITTAL INFORMATION**

By submission of this Proposal Form, the vendor hereby covenants and agrees:

1. that the person signing this Proposal Form and/or submitting this Proposal Form is authorized to bind the vendor to this proposal;
2. that this proposal/bid shall remain valid for a period of ninety (90) days after the proposal opening; and
3. the vendor specified in this proposal shall comply with all the requirements in the RFP.

Any exception to the terms and conditions of the RFP and any addenda thereto must be submitted with this proposal as an attachment.

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)*



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.*

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.

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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

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: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

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

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