



## **West Virginia Parkways Authority**

### **REQUEST FOR QUOTATIONS**

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

#### **CLASS 8 CAB AND CHASSIS SEVERE DUTY SNOW PLOW TRUCKS (6)**

Proposals will be received at the office of the WV Parkways Authority, Administration Building, 3310 Piedmont Rd, Charleston, WV until **2PM on Tuesday, November 22<sup>nd</sup>, 2016**. 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](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**

**RFQ: CLASS 8 CAB AND CHASSIS SEVERE DUTY SNOW PLOW TRUCKS (6)**

**BID OPENING DATE: 11/22/16**

Specifications are available at [www.wvturnpike.com](http://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.

**WEST VIRGINIA PARKWAYS AUTHORITY  
MAINTENANCE DIVISION**

**PROCUREMENT SPECIFICATIONS**

**Class 8 Cab and Chassis Severe Duty Snow Plow Truck**

**Units:** Six (6) Class 8 Cab and Chassis Severe Duty Snow Plow Truck

**1.0 PURPOSE**

These specifications describe a Class 8 Cab and Chassis Severe Duty Snow Plow Truck, (hereinafter referred to as "unit") to be purchased by the West Virginia Parkways Authority (hereafter referred to as "Authority"); define the provisions to be contained in proposals for the sale of said unit to the Authority; establish an enforceable schedule for delivery; and establish criteria for gauging the compliance of the bidder to these specifications.

**2.0 BIDDING PROCEDURES**

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

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

### **3.0 CONDITION OF UNITS UPON DELIVERY**

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

### **4.0 AWARD CRITERIA**

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

**5.0 GENERAL SPECIFICATIONS**

**Comply** **Non  
Comply**

**5.1 IDENTIFICATION OF THE UNIT BEING PROPOSED**

\_\_\_\_\_

The bidder shall identify the unit by manufacturer, model, series and year of manufacture, so as to enable identification by the Authority in the manufacturer's sales literature on the proposed unit. The bidder shall submit complete descriptive literature showing that the proposed unit is the manufacturer's most current model, including latest engineering improvements, which have been, or shall imminently be, regularly advertised and sold on the open market. The description of the unit shall also be sufficient to assure the Authority that specifications will be met without improvising, modifying, or augmenting a basically standard unit beyond those variations contained in the manufacturer's regularly advertised specifications.

**Comply** **Non  
Comply**

**5.2 DELIVERY POINT AND DELIVERY SCHEDULE**

\_\_\_\_\_

Delivery point of completely assembled unit will be to the West Virginia Parkways Authority, 265 Neptune Drive, Beckley, WV 25801 within ninety (90) calendar days after the date of the purchase agreement, by the successful bidder. Marking "comply" with this specification indicates that the bidder WILL deliver the unit in ninety (90) days. If the unit is not delivered within ninety (90) days, or alternate days proposed, the Authority has the right to: (1) cancel the award and negotiate with the second highest ranked bidder; or (2) assess a liquidated damages penalty against any successful bidder that fails to deliver the unit within the specified time period of \$25.00 per day for each day beyond the specified deadline for delivery. Any delays occasioned by forces outside the control of bidder will be taken into consideration by the Authority when assessing any penalty.

**Comply**      **Non  
Comply**

**5.3            OPERATING AND SERVICE MANUALS AND PARTS LISTS**

\_\_\_\_\_

One (1) operator manual shall be included with the unit upon delivery. In addition, there shall be a total of one (1) service, shop, or maintenance manual, and one (1) parts manual included with the total delivery.

**Comply**      **Non  
Comply**

**5.4            MANUFACTURER’S WARRANTY AND SERVICE POLICY**

\_\_\_\_\_

The manufacturer's standard warranty or service policy is to apply to the unit. Such warranty or service policy is to be recognized at any authorized/franchised unit dealer, representing manufacturer of proposed unit throughout the State of West Virginia and within a radius of 80 miles from the delivery point. The applicable warranty or service policy shall not be contingent upon obtaining routine service lubrication and servicing of the unit from a factory-authorized agency. It shall be the responsibility of the bidder to make available all replacement parts, components, and materials found to be defective under the terms of the warranty, and without cost (including labor cost) to the Authority. The unit shall be accompanied upon delivery by the unit manufacturer's properly executed warranty or service policy. Unit shall be warranted against manufacturing defects for not less than twelve (12) months from date of delivery and shall include other warranty requirements as may be specified in Section 6.

**Comply**      **Non  
Comply**

**5.5            PARTS AND SERVICE DISCOUNTS**

\_\_\_\_\_

The bidder shall specify the amount of discount it will grant to the Authority on parts and labor for the first year that the Authority has the unit in operation. Discount on labor should be that percentage discounted from the usual and normal hourly or flat rate shop rate charged to retail customers for the same type of work done. Discount on parts should be that percentage discounted from manufacturer's list price.

Discount on labor: \_\_\_\_\_

Discount on Parts: \_\_\_\_\_

		<b>Comply</b>	<b>Non Comply</b>
<b>6.0</b>	<b>GENERAL</b>		
6.0.1	Class 8 Cab and Chassis for a Severe Snow Plow Dump Application	_____	_____
6.0.2	Conventional Cab and Chassis 6X4 with a <b>Set Forward Front Axle</b>	_____	_____
6.0.3	110" BBC (Bumper to Back of Cab) Maximum	_____	_____
6.0.4	202" Wheelbase Maximum	_____	_____
6.0.5	121" CT (Back of Cab to Centerline of Trunnion)	_____	_____
6.0.6	63" AF ( Centerline of Trunnion to Back of Frame)	_____	_____
6.0.7	66,000 lb. GVWR	_____	_____
6.0.8	54" Axle Spacing	_____	_____
<b>6.1</b>	<b>CAB</b>	<b>Comply</b>	<b>Non Comply</b>
6.1.1	Galvanneal Steel Cab Preferred	_____	_____
6.1.2	Aluminum Cab Skirts	_____	_____
6.1.3	Air Ride Cab	_____	_____
6.1.4	Stationary Grille	_____	_____
6.1.5	Bug Screen Mounted Behind Grille	_____	_____
6.1.6	Manufacturer's Heaviest Duty Fiberglass Tilt Hood and Fenders	_____	_____
6.1.7	Rubber Fender Extension	_____	_____
6.1.8	Dual Rectangular Air Horns	_____	_____
6.1.9	Shields for Air Horns	_____	_____
6.1.10	Tilt and Telescoping Steering Column	_____	_____
6.1.11	Tinted Glass	_____	_____
6.1.12	Gray Vinyl Interior Package	_____	_____
6.1.13	Forward Interior Roof Mounted Console	_____	_____
6.1.14	Glove Box w/Locking Door	_____	_____
6.1.15	Power Windows - RH and LH Side	_____	_____
6.1.16	Power Door Locks - RH and LH Side w/Mechanical Key Tumbler	_____	_____
6.1.17	Door Pockets - RH and LH Side	_____	_____
6.1.18	Air Conditioning	_____	_____
6.1.19	HVAC Filters for Incoming Air	_____	_____

		<b>Comply</b>	<b>Non Comply</b>
6.1.20	Door Activated Dome Light, Under Dash Light, and Door Mounted Courtesy Lights	_____	_____
6.1.21	Air Ride High Back Seats w/ Black Cloth, w/Lumbar, w/Integrated Cushion Extensions, w/Forward and Rear Cushion Tilt – RH and LH Side	_____	_____
6.1.22	Dual Folding Arm Rest for Each Seat	_____	_____
6.1.23	Double Insulated Floor Mat	_____	_____
6.1.24	Additional Cab Sidewall Insulation	_____	_____
6.1.25	Fire Extinguisher Mounted Inside the Cab	_____	_____
6.1.26	AM/FM Radio w/CD, Bluetooth, USB Port, and Microphone	_____	_____
6.1.27	Cruise Control	_____	_____
6.1.28	Radio Antenna to be Separate From CB Antenna	_____	_____
6.1.29	CB Mounting Provisions Top of Dash and Overhead Console w/Power and Ground	_____	_____
6.1.30	CB Antenna Mounted and Wired on LH Mirror	_____	_____
6.1.31	Four (4) Additional 10 Amp Switches, Wired w/Indicator Light, Run to the Back of the Cab w/Weather Pack Connectors	_____	_____
6.1.32	Individual Gauges ILO (in-lieu-of) Instrument Cluster	_____	_____
6.1.33	Transmission Temperature Gauge, Speedometer, Tach, Oil Pressure, Coolant Temperature, Fuel, Volt Meter, Dual Air Gauge, DEF Fluid Level Indicator	_____	_____
6.1.34	Outside Ambient Temperature Display	_____	_____
6.1.35	Fenders, Under Cab, and Cab Floor Undercoated	_____	_____
6.1.36	Base Coat/ Clear Coat Paint to be Omaha or Tangier Orange	_____	_____
6.1.37	Double Cup Holder	_____	_____
6.1.38	Fender and Front of Hood Mounted Mud Flaps	_____	_____
6.1.39	Steel Front Bumper	_____	_____
6.1.40	Point to Point Wiring, No Multiplexing Wiring	_____	_____

<b>6.2 LIGHTS AND WIRING</b>		<b>Comply</b>	<b>Non Comply</b>
6.2.1	LED Cab Marker Lights	_____	_____
6.2.2	Snow Plow Lamps and Turn Signals with Dual Connections at Front of Frame, Wired w/Weather Pack Connectors	_____	_____
6.2.3	7 Way Primary Trailer Cable w/Receptacle at the End of the Frame	_____	_____
6.2.4	Integral Brake/Tail and Backup Lights	_____	_____
<b>6.3 ENGINE</b>			
6.3.1	Power Ratings <b>450 HP @ 1625 RPM</b>	_____	_____
6.3.2	Power Ratings <b>1,650 LB/FT Torque @ 975 RPM</b>	_____	_____
6.3.3	12.8 Liter Minimum Displacement Diesel Engine	_____	_____
6.3.4	Jacobs Compression Brake	_____	_____
6.3.5	Firewall Mounted Air Cleaner with Side Intake, No Outside Air Cleaner	_____	_____
6.3.6	Inside/Outside (Engine Compartment) Air Intake Selector w/Snow Door and in Cab Controls	_____	_____
6.3.7	160 Amp Alternator	_____	_____
6.3.8	12 Volt Delco Starter w/Thermal Protection	_____	_____
6.3.9	Three (3) 12Volt Maintenance Free Batteries w/3375 CCA Minimum	_____	_____
6.3.10	19 CFM Air Compressor	_____	_____
6.3.11	Front PTO Provision on Front of Engine w/1350 Adapter Flange	_____	_____
6.3.12	Automatic Engine Fan Control Unit to be Non-Engine Mounted	_____	_____
6.3.13	Davco 482 Fuel/Water Separator w/Water in Fuel Indicator or Equal	_____	_____
6.3.14	Artic Fox Engine Coolant Fuel Heater w/Thermostatic Control or Equal	_____	_____
6.3.15	Insulated Fuel Lines	_____	_____
6.3.16	Gates Blue Stripe Coolant Hoses or Equivalent	_____	_____
6.3.17	Constant Tension Design Clamps for Coolant Hoses and Air Intake System	_____	_____
6.3.18	300 Watt Oil Pre Heater and 1500 Watt Engine Block Heater to Work in Conjunction With One Another	_____	_____

		<b>Comply</b>	<b>Non Comply</b>
6.3.19	Extended Life Antifreeze -34 Degrees	_____	_____
6.3.20	Power Steering 4 Quart Reservoir	_____	_____
6.3.21	Fuel/Water Separator w/12 Volt Preheater	_____	_____
6.3.22	100 Gallon Aluminum Fuel Tank w/Stainless Steel Tank Straps Mounted on LH Frame Rail	_____	_____
6.3.23	13 Gallon DEF (Diesel Exhaust Fluid) Tank Minimum Mounted on LH Frame Rail	_____	_____
6.3.24	RH Outboard Under Step Mounted Horizontal After Treatment System Assembly w/RH B-Pillar Mounted Vertical Pipe and Turnout	_____	_____
6.3.25	Stainless Steel Shield for Vertical Tailpipe	_____	_____
<b>6.4</b>	<b>TRANSMISSION</b>	<b>Comply</b>	<b>Non Comply</b>
6.4.1	Allison 4500 RDS 6 Speed Automatic Transmission	_____	_____
6.4.2	Push Button Electronic Shift Dash Mounted	_____	_____
6.4.3	Synthetic Lube for Transmission	_____	_____
6.4.4	Frame Mounted Water to Oil Transmission Cooler	_____	_____
6.4.5	Transmission Dynamic Shift Sensing Turned Off	_____	_____
<b>6.5</b>	<b>MIRRORS</b>		
6.5.1	Stainless Steel Primary Mirrors, Heated and Powered - RH and LH Side	_____	_____
6.5.2	8" Heated Convex Mirrors Mounted Below Primary Mirrors	_____	_____
6.5.3	Heated Convex Hood Mounted Mirrors w/Tripod Mounts - RH and LH Side	_____	_____
6.5.4	Down View Mirror – RH Side	_____	_____
<b>6.6</b>	<b>SUSPENSION</b>		
6.6.1	20,000 lb. Front Axle	_____	_____
6.6.2	20,000 lb. Front Suspension	_____	_____
6.6.3	Front Shock Absorbers	_____	_____
6.6.4	<b>16.5" X 6"</b> Meritor Q+ Front Brakes	_____	_____

		<b>Comply</b>	<b>Non Comply</b>
6.6.5	Front Dust Shields on Brakes	_____	_____
6.6.7	Synthetic Lube Front Axle	_____	_____
6.6.8	Hendrickson HN462 46,000 lb. Rear Suspension	_____	_____
6.6.9	Heavy Duty Transverse Control Arms	_____	_____
6.6.10	Meritor RT-46-160P 46,000 lb. Rear Axle	_____	_____
6.6.11	Pump Lubrication in Rear Axles ILO Splash	_____	_____
6.6.12	Synthetic Lube for Rear Axle	_____	_____
6.6.13	Meritor <b>16.5" X 8.62"</b> Q+ Cast Spider Cam Rear Brakes	_____	_____
6.6.14	Rear Shock Absorbers	_____	_____
6.6.15	Rear Dust Shields on Brakes	_____	_____
6.6.16	Automatic Slack Adjusters Front and Rear Axles	_____	_____
6.6.17	Air Brake Trailering Package, Dash Mounted Truck and Trailer Parking Brake Valves w/Glad Hands at The End of Frame	_____	_____
6.6.18	Trailer Hand Control Brake Valve	_____	_____
6.6.19	Air Brake ABS System w/Traction Control	_____	_____
6.6.20	Air Dryer with heater Mounted Inside Frame Rail	_____	_____
6.6.21	Air Tanks Mounted Inside or Below Frame Rail	_____	_____
6.6.22	Driver Controlled Differential Lock for Each Axle, Must be Individually Controlled w/Indicator Light for Each Axle	_____	_____
<b>6.7</b>	<b>FRAME</b>		
6.7.1	120,000 psi Single Steel Frame	_____	_____
6.7.2	Frame Rating 3,200,000 RBM Minimum	_____	_____
6.7.3	24" Front Frame Extension, Bolt on not Accepted	_____	_____
6.7.4	Partial Frame Reinforcement at front Suspension	_____	_____
6.7.5	<b>Mandatory</b> - Clear RH Side Frame Rail from Back of Cab to Front of Rear Suspension for mounting of our Hydraulic System	_____	_____

		<b>Comply</b>	<b>Non Comply</b>
<b>6.8</b>	<b>TIRES AND WHEELS</b>		
6.8.1	22.5 X 12.25" Aluminum Hub Piloted Front Wheels	_____	_____
6.8.2	425/65R22.5 20 Ply Front Tires	_____	_____
6.8.3	22.5 X 8.25" Aluminum Rear Wheels	_____	_____
6.8.4	11R22.5 16 Ply Rear Cross Tread Tires	_____	_____
6.8.5	<b>Mandatory</b> - Nylon Wheel Guards between the wheel and hub Front and Rear	_____	_____
<b>6.9</b>	<b>OPTIONS</b>		
6.9.1	Matching Aluminum Spare Front Wheel and Tire	_____	_____
6.9.2	Matching Aluminum Spare Rear Wheel and Tire	_____	_____
<b>7.0</b>	<b>WARRANTY</b>		
7.0.1	<b>7 Year / 400,000 Mile</b> Extended Engine Warranty to Include Coverage on Turbo, Injectors, and After Treatment System	_____	_____
7.0.2	<b>5 Year / Unlimited Mile</b> Extended Transmission Coverage	_____	_____

**BID SUBMISSION PAGE**

**Class 8 Cab and Chassis Severe Duty Snow Plow Trucks (6)**

**BID OPENING 11/22/16 AT 2PM**

MANUFACTUER \_\_\_\_\_

YEAR \_\_\_\_\_

MODEL NAME AND NUMBER \_\_\_\_\_

COST EACH \_\_\_\_\_ x 6 = \_\_\_\_\_ Total

\*All freight charges are to be included in cost of unit. FOB delivered, Beckley WV 25801

**SUBMITTED BY:**

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

COMPANY CONTACT \_\_\_\_\_

SIGNATURE \_\_\_\_\_

VENDOR REGISTRATION NUMBER \_\_\_\_\_

(see <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 State of West Virginia.
2. The Authority may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 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 will be granted upon written request in accordance with the West Virginia Code.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
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 Purchase Order/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 quotation forms provided by the Authority.
  2. SPECIFICATIONS: Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Director may waive minor deviations to specifications.
  3. Complete all sections of the quotation 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. BID SUBMISSION: All quotations must be delivered by the bidder to the office listed prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.
- Rev. 9/25/07*

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 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 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)*

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 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-3-59 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.

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.*

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. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
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: \_\_\_\_\_