



## **West Virginia Parkways Authority**

### **REQUEST FOR PROPOSAL**

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

#### **Minimum 250 Gallon Capacity Crack Sealer Unit**

Proposals will be received at the office of the WV Parkways Authority, Beckley South Building, 374 George St, Beckley, WV, until **2 PM on Monday, December 1, 2025.**

If proposals are mailed via U.S. Postal Service regular mail, they must be addressed to: Attn: Director of Purchasing, WV Parkways Authority, 374 George St, Beckley, WV 25801. Please note that mail is picked up by the Authority once daily between 12 PM and 2:00 PM.

Proposals delivered via Drop-Off, Express Mail One-Day Service, Federal Express (FedEx), United Parcel Service (UPS), or similar services must also be sent to the above address, with attention to Director of Purchasing.

It shall be the proposers' responsibility to determine their method of transmittal such that their proposals will arrive in the Authority's office at least 5 minutes prior to the scheduled proposal opening. Proposals received in the Authority's office after the scheduled opening will be returned to the bidder unopened. All proposals must be enclosed in a sealed envelope bearing the name and address of the proposer and must be marked "Minimum 250 Gallon Capacity Crack Sealer Unit". **FAX OR EMAILED PROPOSALS WILL NOT BE ACCEPTED.**

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

The 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.

## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

**1.0 REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for proposal. 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 bid. All proposals 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 bid.

**1.1 Questions:** All questions must be submitted in writing. Questions regarding this RFP should be directed to Wesley Vandall, Director of Purchasing, Phone 304 932-0799, fax 304 256-6674 or email: [wvandall@wvturnpike.com](mailto:wvandall@wvturnpike.com). Deadline to submit written questions: **Thursday, November 13, 2025 by 2 P.M. EST.** Non-written discussions, conversations, or questions and answers regarding this solicitation are preliminary in nature and are nonbinding. Submitted emails should have the proposal solicitation name in the subject line. Only information issued in writing and added to the Solicitation by an official written addendum is binding.

**1.2 Registration:** Prior to contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division [www.wvoasis.gov](http://www.wvoasis.gov), WV Secretary of State, WV State Tax Department, as applicable, and any other entities as necessary. Each of these entities has different fees that may be applicable to their respective registration requirements.

**1.3 No Debt Certification:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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 in the statute cited above unless the debt or employer default is permitted under the statute.

**1.4 Traditional Vendor Preference:** Vendors that meet certain requirements are entitled to a price preference when bidding on 1) motor vehicles and 2) construction and maintenance equipment and machinery used in highway and other infrastructure projects. Vendors must request the preference in writing at the time of bid submission and provide (at the time of bid submission) all documentation necessary to prove its entitlement to the preference requested to be eligible. This preference is applied by increasing the bids of other vendors in comparison with the preference recipient.

**1.5 Reciprocal Preference:** The state of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W.Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia.

In order to receive the reciprocal preference, vendors must identify themselves as a West Virginia vendor, provide (at the time of bid submission) all documentation required by W. Va. CSR § 148-1-6.4.d.1. to prove its status as a resident of West Virginia, and request in writing (at the time of bid submission) that reciprocal preference be applied. The required documentation must include, but is not limited to:

- A. A Certificate of Good Standing from the West Virginia Tax Division;
- B. Documentation filed with the Secretary of State showing the state of incorporation, the address of all officers, the corporate headquarters, the address of the principal place of business, and other pertinent information. Entities not required to file with the Secretary of State may provide an affidavit confirming that the headquarters or principal place of business is in West Virginia, along with a copy of a utility bill in the name of the business entity;
- C. A copy of the most recent personal property tax ticket showing taxes have been paid; and
- D. An affidavit confirming that the business entity has paid all applicable business taxes imposed by Chapter 11 of the West Virginia Code.

**1.6 SWAM Preference:** A non-resident vendor certified as a small, women owned, or minority-owned (SWAM) business, pursuant to W. Va. Code § 5A-359, shall be provided the same preference made available to any resident vendor. The SWAM rules found in W. Va. § 148 C.S.R. 22-9 further explain that a non-resident SWAM business will receive the highest preference made available to a resident vendor in the solicitation for which the SWAM business has submitted a bid. In order to obtain this preference, however, a non-resident SWAM business must identify itself as such in writing with the bid and must be properly certified under the rules governing certification pursuant in W. Va. § 148 C.S.R. 22-1 et seq.

# **REQUEST FOR PROPOSAL**

## **West Virginia Parkways Authority – Crack Sealer**

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### **SECTION 1: GENERAL INFORMATION**

#### **1. Introduction**

The West Virginia Parkways Authority (hereafter “WVPA”) is soliciting sealed proposals from qualified vendors to provide one (1) Minimum 250 Gallon Capacity Crack Sealer unit. The WVPA intends to award a contract based on best value considering technical compliance, service and support, training, price and delivery.

### **SECTION 2: INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

#### **1. Proposals must be submitted in two parts.**

- 1.1. Technical Proposal** – responses to specifications, warranty, training, service, and delivery. Bidders shall indicate comply / non-comply for each specification and provide supporting documentation.
- 1.2. Cost Proposal** – submitted separately, in a sealed envelope, clearly labeled.

#### **2. Proposals must be received no later than 2 p.m. **Monday, December 1, 2025** at:**

West Virginia Parkways Authority  
Attn: Director of Purchasing  
374 George St.  
Beckley, WV 25801

**LATE PROPOSALS WILL NOT BE CONSIDERED**

# **REQUEST FOR PROPOSAL**

West Virginia Parkways Authority – Crack Sealer

## **SECTION 3: GENERAL TERMS AND CONDITIONS**

Terms and conditions begin on next page.

## General Terms and Conditions West Virginia Parkways Authority

**1. CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Agency constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this contract.

**2. DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attribute to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.

2.1 "Agency" means the agency, board, commission, or other entity of the State of West Virginia That is identified on the first page of the Solicitation.

2.2 "Contract" means the binding agreement that is entered into between the State and Vendor To provide the goods and services requested in the Solicitation.

2.3 "Director" means the Director of the West Virginia Parkways Authority (WVPA), Purchasing Division.

2.4 "Purchasing Division" means the West Virginia Parkways Authority, Purchasing Division.

2.5 "Purchase Order" means the document signed by the Agency, that identifies the Vendor as the successful Bidder and contract holder.

2.6 "Solicitation" means the official solicitation published by the WVPA and Identified by the name of the solicitation.

2.7 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires; including the West Virginia Parkways Authority.

2.8 "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the Entity that has been selected as the lowest responsible bidder, or the entity that has been Awarded the Contract as context requires.

**3. PRICING:** The pricing set forth herein is firm for the life of the contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

**4. EMERGENCY PURCHASES:** The Parkways Purchasing Division Director may authorize the Agency to purchase Goods or services in the open market that Vendor would otherwise provide under this Contract of those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Parkways Purchasing Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase Contract.

- 5. ALTERNATES:** Any model, brand, or specifications listed herein establishes the acceptable level of equality only and is not intended to reflect a preference for, or in any way a favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate Item in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant Documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a vendor's bid.
- 6. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a Contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to clarifications of, or modifications of a requirement or term and condition of the solicitation may result in bid disqualification.
- 7. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 8. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee is applicable.
- 9. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of not effect beginning on July 1of fiscal year for which funding has not been appropriated or otherwise made available.
- 10. PAYMENT:** Payment in advance is prohibited under this contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 11. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 12. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 13. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 14. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code &5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 15. SMALL, WOMAN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code &5A-3-37(aX7) and W.Va. CSR &148-22-9, any non-resident vendor certified as a small, woman-owned, or minority-owned business under W.Va. CSR &148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, woman-owned, or minority-owned business must identify itself in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W.Va. CSR &148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for non-resident small, woman owned, or minority-owned business shall be applied in accordance with W.Va. CSR &148-22-9.
- 16. TAXES** The Vendor shall pay any applicable sale, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
- 17. CANCELLATION:** The State reserves the right to cancel the Contract immediately upon written notice to the Vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules &148-1-7.16.2.
- 18. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or in bids or specifications in accordance with West Virginia Code of State Rules &148-1-4.6.
- 19. TIME:** Time is of the essence with the regard to all matters of time and performance in this Contract.
- 20. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 21. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 22. PREVAILING WAGE:** On any applicable contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established pursuant to West Virginia Code by the West Virginia Division of Labor under West Virginia Code &21-5A-1 et. seq. and available at <http://www.sos.wv.gov/Administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules &42-7-3are specifically incorporated herein by reference.
- 23. ARBITRATION:** Any references made to arbitrations contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

- 24. MODIFICATIONS:** This writing is in the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding with mutual written consent of this Agency, and the Vendor, Parkways. No Change shall be implemented by the Vendor until such time as the Vendor receives an approval written Change order from the Purchasing Division. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain delegated or exempt purchases.
- 25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance Agreements, and includes websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 27. ASSIGNMENT:** Neither this contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without express written consent of the Agency, the Purchasing Division, the Attorney General's Office (as to form only), and any other government agency or office that may be required such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain delegated or exempt purchases.
- 28. WARRANTY:** The vendor expressly warrants that the goods and/or services covered by this contract will (a) conform to the specifications, drawings, samples, or other descriptions furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material workmanship.
- 29. STATE EMPLOYEES:** State employees are not permitted to utilize this contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 30. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void and terminate this contact without notice.
- 31. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPPA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/yrp/hipas.html> and is hereby made a 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.

- 32. CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.
- 33. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code &29B-1-1 et seq. If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating this exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and **WILL NOT BE HONORED**. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and **WILL NOT BE HONORED**. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and **WILL NOT BE HONORED**. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or Judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any cost incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.
- 34. LICENSING:** In accordance with West Virginia Code of State Rules &148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 35. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and Interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- 36. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person, or entity submitting a bid for the same material, supplies, equipment, or services; (2) that its bid is in all respects fair and without collusion or fraud; (3)

that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms, and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, this Vendor has properly registered with any State agency that may require registration.

- 37. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under the Contract.
- 38. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the act and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to Workers Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.
- 39. IDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officer, and employees from and against (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, in a manner not authorized by the Contract or by Federal or State statutes or regulations; and (3) Any failure of the vendor, its officers, employees, or subcontractors to observe State and Federal Laws including but not limited to, labor and wages and hour laws.
- 40. No Debt Certification:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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 in the statute cited above unless the debt or employer default is permitted under the statute.

**41. CONFLICT OF INTEREST:** Vendor, its officers or members or employees shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members, and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**42. BACKGROUND CHECK:** In accordance with W.Va. Code &15-2D-3, the Director of the Division of protective Services may require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for the purpose of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

**43. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_ and the initial contract term extends until \_\_\_\_\_.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited.

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor’s receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor’s receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the State Agency (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

**Other:** See attached.

**AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. 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.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor and WVPA.

**Construction:** This Contract is for construction activity more fully defined in the specifications.

**REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Agency by the Vendor as specified below.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State’s sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

#### 44. Insurance Requirements

Vendor shall furnish proof of the insurance identified by a checkmark below on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, the Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide the Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers.

**Vendor must maintain:**

**Commercial General Liability** Insurance in at least an amount of:  
One Million \_\_\_\_\_ per occurrence.

**Automobile Liability** Insurance in at least an amount of:  
One Million \_\_\_\_\_ per occurrence.

**Professional/Malpractice/Errors and Omission** Insurance in at least an amount of:  
\_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

**Commercial Crime and Third Party Fidelity** Insurance in at least an amount of:  
\_\_\_\_\_ per occurrence.

**Cyber Liability** Insurance in an amount of: \_\_\_\_\_ per occurrence.

**Builders Risk** Insurance in an amount equal to 100% of the amount of the Contract.

**Pollution** Insurance in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

**Workers' Compensation Insurance:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.**

---

**(Printed Name and Title)**

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**(Address)**

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**(Phone Number) / (Fax Number)**

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**(E-mail address)**

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; ; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the Vendor has properly registered with any State agency that may require registration.

*By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.*

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**(Company)**

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**(Signature of Authorized Representative)**

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**(Printed Name and Title of Authorized Representative)**

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**(Date)**

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**(Phone Number) (Fax Number)**

# 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.

# **REQUEST FOR PROPOSAL**

## **West Virginia Parkways Authority – Crack Sealer**

### **SECTION 4: GENERAL SPECIFICATIONS**

**4.1 Background:** The purpose of the specifications and Attachment A is to describe the Crack Sealer, (hereinafter referred to as "unit") to be purchased for use by the WVPA. These specifications define the provisions required in proposals, establish the delivery schedule, and set forth the criteria for evaluating bidder compliance.

#### **4.2 CONDITION OF UNIT UPON DELIVERY**

**4.2.1** Unit shall be fully assembled, serviced, and operational upon delivery.

**4.2.2** Delivery point: 265 Neptune Drive, Beckley, WV 25801

**4.2.3** Delivery must be made within 90 calendar days of contract execution unless otherwise approved.

**4.2.4** A qualified service representative shall be present for start-up operations and training.

**4.2.5** Two operator manuals shall be included with the unit upon delivery. In addition, there should be a total of three service/shop/maintenance manuals, and three parts manuals included with the total delivery.

**4.2.6** Manufacturers and/or dealers will be required to stage a thorough seminar about Maintenance and Operator's Training of the unit. The seminar is to be held at the West Virginia Parkways Authority, I-77 Odd Road, WV Rt. 48M TT 29 Ghent WV 25843.

### **SECTION 5: VENDOR PROPOSAL**

**5.1. Proposal Format:** Proposals must include the following sections in the order listed:

- **Cover Letter & Vendor Information**  
Manufacturer, model, year, and descriptive literature.  
Contact information.
- **Technical Proposal**  
Response to general specifications and technical specifications.  
Compliance checklist (Attachment A).
- **Warranty, Service, and Training**  
Warranty details, service policy, authorized service locations in WV.  
Discounts on parts/labor.  
Training plan.
- **Cost Proposal (Separate)**  
Complete lump sum, delivered cost  
Any optional features/accessories.

# REQUEST FOR PROPOSAL

## West Virginia Parkways Authority – Crack Sealer

- **Parts and Service Discounts**

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

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

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

### SECTION 6: EVALUATION AND AWARD

- 6.1. Award will be given to the responsible proposer whose offer represents the best value to the WVPA. An example of the scoring sheet is contained herein. Proposals will be evaluated according to the following criteria:

**Evaluation Point Allocation:**

▪ Technical Specification & Compliance	45 Points Possible
▪ Training & Manuals	10 Points Possible
▪ Delivery Schedule	10 Points Possible
▪ Price	20 Points Possible
▪ Warranty & Service Support	15 Points Possible

**Total Proposal Score: 100 Points Possible**

- 6.2 **Cost Bid Opening:** The WVPA will schedule a date and time to publicly open and announce cost proposals after technical evaluation has been completed and the Purchasing Division has approved the technical recommendation of the evaluation committee. All cost bids received will be opened. Cost bids for disqualified proposals will be opened for record keeping purposes only and will not be evaluated or considered. Once opened, the cost proposals will be provided to the Agency evaluation committee for cost evaluation.

The WVPA reserves the right to disqualify a proposal based upon deficiencies in the technical proposal even after the cost evaluation.

- 6.3 **Cost Evaluation:** The WVPA evaluation committee will review the cost proposals, assign points in accordance with the cost evaluation formula contained herein and make a final recommendation to the Purchasing Division.

# REQUEST FOR PROPOSAL

## West Virginia Parkways Authority – Crack Sealer

- 6.4 Availability of Information:** Proposal submissions become public and are available for review immediately after opening. All other information associated with the RFP, including but not limited to technical scores and reasons for disqualification, will not be available until after the contract has been awarded.

**Cost Evaluation Formula:** Each cost proposal will have points assigned using the following formula for all Vendors not disqualified during the technical evaluation. The lowest cost of all proposals is divided by the cost of the proposal being evaluated to generate a cost score percentage. That percentage is then multiplied by the points attributable to the cost proposal to determine the number of points allocated to the cost proposal being evaluated.

**Step 1:** Lowest Cost of All Proposals / Cost of Proposal Being Evaluated = Cost Score Percentage

**Step 2:** Cost Score Percentage X Points Allocated to Cost Proposal = **Total Cost Score**

Example:

Proposal 1 Cost is \$1,000,000

Proposal 2 Cost is \$1,100,000

Points Allocated to Cost Proposal is 20

Proposal 1: Step 1 –  $\$1,000,000 / \$1,000,000 =$  Cost Score Percentage of 1 (100%)  
Step 2 –  $1 \times 20 =$  Total Cost Score of 20

Proposal 2: Step 1 –  $\$1,000,000 / \$1,100,000 =$  Cost Score Percentage of 0.909091 (90.9091%)  
Step 2 –  $0.909091 \times 20 =$  Total Cost Score of 18.18182

# **REQUEST FOR PROPOSAL**

## **West Virginia Parkways Authority – Crack Sealer**

By signing below, I certify that I have reviewed this Request for Proposal (RFP) in its entirety, understand the requirements, and accept the terms, conditions, and all other information contained herein. I further certify that:

- This proposal is submitted for review and consideration.
- I am authorized by the bidder to execute this proposal and any related documents on the bidder's behalf.
- I am authorized to bind the bidder in a contractual relationship.
- To the best of my knowledge, the bidder is properly registered with any state agency that requires such registration.
- Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**I understand that failure to sign this certification will result in the disqualification of the proposal.**

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Representative Name, Title)

\_\_\_\_\_  
(Contact Phone/Fax Number/Email)

\_\_\_\_\_  
(Date)

## West Virginia Parkways Authority – Crack Sealer RFP Attachment A

<b>Technical Specifications</b>	<b>Comply</b>	<b>Non-Comply</b>
Equipped with a diesel engine.		
Has an electric start.		
Oil pressure and high-temperature shutdown		
Unit is trailer mounted		
Configuration of frame channels are of one continuous piece with no cross welding to avoid the possibility of stress cracking.		
Tongue is equipped with a pintle hitch adjustable in height.		
Has a screw jack with a load range to handle the weight of the machine.		
Equipped with safety chains on the tongue.		
Hydraulic pump capable of operating the agitation, pumping and air compressor together.		

Hydraulic tank with service indicator.		
Compatible with any asphalt rubber sealant as well as polymer modified sealants.		
Equipped with an on-demand internal pump activated by switch/trigger on the hand wand.		
Dual independent rubber torsional suspension.		
Tires minimum of Load Range D.		
Taillights, stop lights, turn signal lights, license plate light with bracket		
Material tank is a minimum of 250 gallons Capacity.		
Jacket that wraps 100% around the circular material tank and bottom to allow for complete circulation of the heated transfer oil.		
Heat tank is insulated.		
Heat tank equipped with a heating oil drainage plug.		
Machine equipped with automatic controls, so that the agitation and pumping will start at the right temperatures on its own.		

<p>Agitator can rotate in either direction.</p>		
<p>Pump can deliver sealant at a rate that meets or, exceeds the melt rate of the unit.</p>		
<p>Wand and hose length are long enough to stretch across one lane, minimum 15', and weighs less than 20 pounds</p>		
<p>Insulated hose to keep hot material from leaking out on to operator.</p>		
<p>Fuel level indicator</p>		
<p>Heating tank has a single switch control system that automatically controls the heating oil, sealing material and hose temperature with the agitator and pump so that sealant can only be dispensed when material and hose reach proper operating temperatures</p>		
<p>Is a "no valve" Unit</p>		
<p>Capable of delivering 70 cfm at 125 psi.</p>		
<p>Hydraulically driven compressor.</p>		
<p>High temperature shut down safety switch.</p>		

**\*Note: Please place an "X" in the either the comply or non-comply box of each technical specification. Any unmarked boxes will be treated as non-comply selection.**

## West Virginia Parkways Authority – Crack Sealer RFP Scoring Sheet

**Vendor Name:**

**Evaluator:**

**Date:**

**Notes (must be included if points are deducted)**

Category	Max Points	Score Awarded	Notes (must be included if points are deducted)
Technical Specification & Compliance	45		
Training & Manuals	10		
Delivery Schedule	10		
Price (per cost formula)	20		
Warranty & Service Support	15		
<b>Total Score</b>	<b>100</b>	<b>0</b>	

Example Only

**Price Scoring Formula (WVPA Standard):**

Step 1:  $\text{Lowest Cost} \div \text{Proposal Cost} = \text{Cost Score \%}$

Step 2:  $\text{Cost Score \%} \times 20 = \text{Cost Score}$

**Evaluator Comments:**