



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Solicitation

NUMBER
6614C005

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ALAN CUMMINGS 304-558-2402

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED
08/01/2013

BID OPENING DATE: 08/14/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	MN	990-67	OPERATION OF STATEWIDE COURTESY PATROL PROGRAM		
REQUEST FOR QUOTATION (OPEN-END CONTRACT) THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH AN OPEN-END CONTRACT FOR OPERATION OF THE STATEWIDE COURTESY PATROL PROGRAM PER THE ATTACHED SPECIFICATIONS.						
***** THIS IS THE END OF RFQ 6614C005 ***** TOTAL:						

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: 08/12/2013

Submit Questions to:

Alan Cummings

2019 Washington Street, East

Charleston, WV 25305

Fax: 304-558-3970

Email: Alan.W.Cummings@WV.Gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____
SOLICITATION NO.: _____
BID OPENING DATE: _____
BID OPENING TIME: _____
FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: Technical
 Cost

- 7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: 08/14/2013 - 1:30 P.M.

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

- 8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office 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 attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

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

 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.

 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

 - 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. **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 award
and extends for a period of 1 year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director 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. Renewal of this Contract is limited to 2 successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release 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.

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

Other: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed

5. **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 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, Agency, Purchasing Division, and Attorney General's office.

6. **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.

7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if 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 Purchasing Division 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.

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

BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance:
250,000.00 or more.

Builders Risk Insurance: builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way 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 items 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.
11. **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.

- 12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount
n/a for n/a

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 13. 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.

- 14. 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 if applicable.

- 15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

- 16. 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 no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

- 17. 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."

- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

- 19. 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.

- 20. 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.

- 21. 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.

- 22. SMALL, WOMEN-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(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-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, women-owned, or minority-owned business must identify itself as such 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 a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES:** The Vendor shall pay any applicable sales, 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.
- 24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this 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.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. 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.
- 28. 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.
- 29. PREVAILING WAGE:** On any 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 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 § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration 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.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. 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.
- 33. 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 internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the 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 to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. 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 description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. 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.
- 37. 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 Contract without notice.

38. [RESERVED]

39. 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>.

40. 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 Purchasing 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 the 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 costs 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.

41. 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 and 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 Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

42. 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.

- 43. 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, the Vendor has properly registered with any State agency that may require registration.

- 44. 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 this Contract unless the box below is checked.



Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. 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 acts 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 exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited 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.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, 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, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract 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 wage and hour laws.

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. 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.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
 - Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.
- 51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall 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. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

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 purposes 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.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance

with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

(Company)

(Authorized Signature)

(Representative Name, Title)

(Phone Number)

(Fax Number)

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 6614C005

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Company

Authorized Signature

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

REQUEST FOR QUOTATION
STATEWIDE COURTESY PATROL PROGRAM

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways for the operation of a statewide Courtesy Patrol Program. The Courtesy Patrol Program operates on all West Virginia Interstate and Appalachian Corridor (APD) routes, with the exception of that portion of I-77 managed and maintained by the West Virginia Parkways Authority (WV Turnpike). Refer to Attachment A for a listing of the designated interstate and APD corridor routes which shall be patrolled. The primary purpose of the Courtesy Patrol Program is to provide roadside assistance to disabled vehicles or stranded motorists traveling the state's interstate and corridor routes. It is the intent of this contract that separate patrol units will patrol the routes in 25 to 35 mile length (one-way) patrols (see Attachment A) to insure motorist response time of **less than one (1) hour**. There are numerous secondary missions fulfilled by the Courtesy Patrol Program, (see mandatory program provisions).

The Courtesy Patrol is operated 16 hours per day, 7 days per week and will be a 12 month contract with options to renew for two (2) periods. The State reserves the right to specify the shifts.

The Courtesy Patrol Program shall use West Virginia resident Temporary Assistance for Needy Families (TANF), recipients and/or individuals receiving public aid or assistance as the *patrollers*, program-wide. The successful vendor will provide stable employment for these individuals, and offer educational and professional development opportunities, improving their success of transitioning from public aid or assistance.

The successful vendor shall provide the following types of assistance/service:

- Monitor the designated patrol routes for debris, accidents or other obstructions which impede traffic flow or pose potential hazards to the traveling public. Notify the Division of Highways (DOH) and appropriate law enforcement agency(s) of the exact location and description of the situation.
- Remove animal carcasses, tire and other debris which can **safely** be removed from the travel way to the roadway edge and notify the DOH of the exact location and description.
- Identify chemical spills on or near the roadway and report such incidents to the DOH.
- Acts as a "First Responder" at a variety of highway-related emergency situations performing the following: securing the area; administering CPR or first aid if required; assisting emergency and law enforcement personnel by positioning the patrol truck in such a manner to provide a safe zone for the emergency personnel.
- Minor vehicle repairs including tire and wheel changes.
- Fuel – minimal amount of gasoline allowing stranded motorists to travel to the nearest facility.
- Towing service calls: Call local tow service when required or requested by the motorist; may stay with the disabled motorist awaiting tow service, if required.

REQUEST FOR QUOTATION
STATEWIDE COURTESY PATROL PROGRAM

- Jump starts, air for vehicle tires, coolant and extinguishment of minor fires.
- Telephone assistance allowing stranded motorists to notify a family member.
- Provide highway maps (supplied by the WVDOT/DOH) to motorists as required.
- Assistance to motorists having questions concerning travel routes, directions or local area facilities.
- Present a courteous and positive image for the State of West Virginia which will promote tourism.
- Monitor the designated patrol routes, bridges and surrounding areas for all suspicious activities as defined by Homeland Security. Report all such suspicious activities to the appropriate law enforcement agency and/or 911 Center.
- Monitor the assigned patrol areas during Amber Alert situations and relay pertinent observations to the appropriate law enforcement agency(s) and or 911 Center.
- Provide the Temporary Assistance for Needy Families, (TANF) recipients and/or individuals receiving public aid or assistance, transitional employment with skills, training, and educational opportunities which ultimately will lead to these individuals successfully transitioning from public aid or assistance to self-sustaining individuals.
- Offer AmeriCorps educational awards to the TANF recipient and/or individuals receiving public aid or assistance to further educational opportunities and goals of these recipients.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

- **“Contract Item” or “Contract Items”** means the list of items identified in Section 3, Subsection 1 through Subsection 3.
- **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
- **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as 6614C005.
- **TANF** - Temporary Assistance for Needy Families
- **CPR** - Cardiopulmonary Resuscitation
- **GPS** - Global Positioning Satellite
- **ACA** - Affordable Care Act
- **ITS** - Intelligent Transportation System

REQUEST FOR QUOTATION
STATEWIDE COURTESY PATROL PROGRAM

3. GENERAL REQUIREMENTS:

- **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1 ESTABLISH, MANAGE AND STAFF DISPATCH CENTER

- 3.1.1** A dispatch center(s) shall be established, managed, and staffed to allow statewide communications 16/7, 365 days per year. The successful vendor must have a minimum of three (3) years' experience managing a communications center responsible for emergency response dispatch.
- 3.1.2** Dispatch center shall have the capacity to communicate and dispatch all patrol units statewide. Additionally, the dispatch center shall have the capacity to communicate with vendor's supervisory staff, the DOH Traffic Management Center, and statewide law enforcement and 911 Emergency Centers.
- 3.1.3** Vendor shall establish, publish and maintain a statewide toll-free telephone number which shall be staffed during all operating shifts. The Program toll-free number shall be prominently displayed on each patrol truck and shall be printed on all materials featuring the Program.
- 3.1.4** The dispatch center staff and all patrollers shall receive adequate training and orientation in the below listed subjects/skills as a minimum. The successful vendor must develop a program which allows continuing education (annually as a minimum) for all patrollers and dispatchers in all of the following skill areas:
- ✓ American Red Cross and/or American Heart Association certification – CPR and first aid
 - ✓ Hospitality and customer service
 - ✓ West Virginia Tourism Training
 - ✓ Minor auto mechanics and repair
 - ✓ Defensive driving techniques
 - ✓ Freeway incident management training
 - ✓ Identification/reporting requirements – chemical spills
 - ✓ Proper two-way radio, cellular device communications, and Global Positioning Satellite (GPS) tracking.
 - ✓ Homeland Security training
 - ✓ Amber Alert Program training
- 3.1.5** The successful vendor shall prepare and submit (prior to award of the contract) the vendor's proposed training plan which will summarize the

REQUEST FOR QUOTATION
STATEWIDE COURTESY PATROL PROGRAM

content and provide names of the instructors for each of the aforementioned training subjects/skills. The expenses associated with this training/orientation are not reimbursable under this agreement.

3.2 PATROL AND SUPPORT VEHICLE FLEET

- 3.2.1** The successful vendor shall be responsible for the purchase, title and licensing, insurance, operational (other than fuel) and maintenance expenses of the fleet of trucks required in the performance of the Courtesy Patrol Program. The required vehicle fleet shall be thirty-six (36) full sized, half-ton pickup trucks. This quantity of trucks will be sufficient to perform the required patrols, have back-up service units and supervisory personnel support. The vehicle fleet value for the first 12 months of operation shall be a separate bid item as required on the Pricing Page.
- 3.2.2** The fleet of patrol trucks shall be 2013 model year or newer, and all white in color. The patrol trucks shall have standardized Courtesy Patrol reflective logos, Division of Tourism logos, and the vendor's toll free Courtesy Patrol telephone number decals applied to each truck. All logos and decals will be provided by the State.
- 3.2.3** The fleet of patrol trucks must each be outfitted and the supply maintained with each patrol vehicle, the following standard equipment and supplies, provided at the expense of the successful vendor:
- Cellular telephones
 - Global Positioning Satellite (GPS) units
 - Tool boxes – truck mounted
 - Fire extinguishers – 2.5 lb. and 5 lb. sizes
 - Safety cones and flares
 - First aid kits and blankets
 - Containers of water, gasoline (safety type), and vehicle coolant
 - Tool kits for minor auto repairs
 - Portable air tanks, vehicle jacks and 4-way lug wrenches
 - Flashlights and shovels
 - Jump-start cables or jump-start box
- 3.2.4** All patrol vehicles shall be considered the vendor's property for the life of this agreement. All patrol vehicles shall be maintained by the successful vendor in a safe operating condition at all times and in compliance with applicable West Virginia Motor Vehicle Laws. Vehicle insurance shall be maintained by the successful vendor for all fleet vehicles purchased and used for this contract.

REQUEST FOR QUOTATION
STATEWIDE COURTESY PATROL PROGRAM

- 3.2.5** Advertising on the Courtesy Patrol vehicles is not currently part of this agreement. Should the State decide it would be in the State's best interest to proceed with advertising on the Courtesy Patrol vehicles, that advertising will be administered by the Courtesy Patrol vendor via change order to this contract or under separate contract.
- 3.2.6** The initial fleet purchase is reimbursed under the terms of this contract. The vehicle purchase expense for the first 12 month period of this contract shall be included and quoted separately in the vendor's bid, on the Pricing Page. Upon award of this contract, the successful vendor shall obtain competitive bids (minimum of three) for the fleet vehicle purchase and submit an acceptable vehicle invoice to the State for payment. Payment for vehicles shall always be made jointly to the Program contractor and the dealership from which the vehicles are purchased.
- 3.2.7** Vehicle retirements/replacements due to vehicle mileage, age, and repair history will be considered and shall be authorized jointly by the Division of Highways and the successful vendor at the time of contract renewal periods. The successful vendor must obtain and provide proof of competitive bids (minimum of three) for all fleet vehicle purchases reimbursed under this contract. Fleet vehicle purchases shall be made from the lowest bid vendor meeting the bid specifications, and evidence of the competitive bids must be provided and accepted by the State, prior to finalization of any vehicle order.
- 3.2.8** The successful vendor shall have 100% of the patrol fleet patrolling the daily shift on the designated routes (Attachment A) within four (4) weeks of the award date of this contract.

3.3 PATROL AND DISPATCH CENTER STAFFING

- 3.3.1** Staffing of the vendor's patrol staff shall be pre-selected, recruited and screened by the West Virginia Department of Health and Human Resources (DHHR). These staff must be West Virginia Resident Temporary Assistance for Needy Families, TANF recipients and/or individuals receiving public aid or assistance.
- 3.3.2** Each TANF/public aid or assistance recipient hired as staff by the successful vendor, shall be compensated a minimum of \$7.25 per hour for a minimum of 32 hours per week. A minimum of 8 hours per month may be utilized for individual job skills and job retention training at the discretion of the successful vendor. These training expenses are not reimbursable under this contract. The successful vendor must be fully aware of and able to implement the Affordable Care Act (ACA) for all patroller and dispatcher staff as required by statute.

REQUEST FOR QUOTATION
STATEWIDE COURTESY PATROL PROGRAM

3.4 ADDITIONAL VENDOR REQUIREMENTS

3.4.1 The successful vendor shall also be responsible for the additional listed requirements as follows:

- Uniforms - standardized, photo identification badges/cards for all patrollers
- Verification, through the West Virginia Division of Motor Vehicles (pre-employment and periodically, no less than every 90 days) that each patroller has valid vehicle operator's license
- Secure, through the West Virginia Department of Public Safety, (pre-employment) a complete, accurate and current background investigation for all patrollers
- Secure professional liability insurance and/or fidelity bonding for all persons handling funds received or disbursed under this agreement in the amount of \$1,000,000 minimum.
- Installation of all patrol truck logos and decals in a standardized format.
- Deliver and stocking/re-stocking of Division of Tourism brochures and literature at the State's interstate rest area locations.
- Establish and maintain a records retention system and extensive database system capable of collecting and archiving detail data associated with the operation, responsibilities, and accomplishments of the Program.
- Make available for review/inspection to the State agencies (Division of Highways and Tourism) all audits and reviews, books and records, financial and otherwise which relate to the Program.

3.4.2 State Agency Responsibilities: The State provides support to the Courtesy Patrol Program. The following is a listing of agency support provided to the Program:

- Courtesy Patrol Program motor vehicle fuel for the actual patrol trucks, small fuel containers required on board each patrol truck, and a maximum of six (6) vehicles used in the direct supervision and management of the Program will be supplied by the Division of Highways. The method selected for providing Program fuel is totally at the discretion of the State. The State reserves the right to monitor and review fuel consumption, selection and pricing and provide feedback/direction to the vendor regarding fuel. Questionable,

REQUEST FOR QUOTATION
STATEWIDE COURTESY PATROL PROGRAM

unacceptable or unsupported fuel purchases and consumption shall be reason to reduce vendor's monthly invoice amount.

- The DOH will install Division of Highways two-way mobile radios and antenna on each patrol truck to allow patrollers communication abilities with the DOH installations.
- The DOH will provide and install standard cab-mounted emergency bar light and the required hardware for each patrol truck. Type of bar light selected shall be at the discretion of the DOH.
- The DOH will provide all Program truck logos and decals which identify, promote and advertise the program via all patrol trucks. This includes the vendor's statewide toll free telephone number and the Division of Tourism web address. These decals and logos will be prepared in a standardized format, constructed on highly reflective materials.
- The State will provide safety vests for all patrollers in assorted sizes and quantity sufficient to provide each patroller a new vest 2 times during the calendar year.
- Patrol-unit sized fire extinguisher refills for those fire extinguisher units deemed serviceable. This service is refundable by the State to the vendor.
- Sand and similar abrasive material for patroller's use as a traction material during winter storm conditions. The available quantity, types and pick-up sites for traction material is at the sole discretion of the DOH.
- Highway maps to be given to motorists will be supplied by the State.
- Printed "business cards" which are distributed by all patrollers to each motorist that is assisted, will be provided by the State. In addition to providing brief details of the Program, and soliciting feedback from assisted motorists, these cards explain the program is funded by the Division of Tourism and gratuities cannot be accepted.
- The Department of Health and Human Resources (DHHR) identifies, screens, and recruits qualified applicants available for assignment as Courtesy Patrol Patrollers. Final selection of patrollers will be the vendor's responsibility.

REQUEST FOR QUOTATION
STATEWIDE COURTESY PATROL PROGRAM

3.5 Vendor Eligibility: The successful vendor shall meet the following requirements:

- Verification of a minimum of three (3) years experience successfully managing a program (statewide preferred) which utilized TANF recipients and/or individuals receiving public aid or assistance for more than 50% of the program's prime workforce. A concise summary detailing the prospective vendor's experience should accompany the vendor's bid, but must be provided prior to contract award.
- Documentation from a federal and/or state enforcement agency which certifies both Homeland Security and Amber Alert Program training has been provided to the prospective vendor or vendor's designee.
- Verification of current membership in an Intelligent Transportation System (ITS) organization.
- Verification of a minimum of three (3) years experience managing a communications center responsible for emergency response dispatch.

It is preferred the information listed in 3.5 be submitted with the bid. Failure to provide the required information at the request of the Purchasing Division shall result in disqualification of the bid.

4. CONTRACT AWARD:

- **Contract Award:** The Contract is intended to provide the State with a statewide Courtesy Patrol Program as defined in this document. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total (12 month) cost as shown on the Pricing Pages.
- **Pricing Pages:** Vendor should complete the Pricing Pages by completing the following items.
 - The vendor's monthly quote to operate the statewide Courtesy Patrol Program as described in these specifications;
 - The vendor's 12- month quote (exclusive of vehicle purchase) to operate the statewide Courtesy Patrol Program as described in these specifications;
 - The vendor's quote for the initial purchase of the fleet vehicles (only) required by the statewide Courtesy Patrol Program and as defined in these specifications;
 - The vendor's quote for the **total 12-month expense** (includes operating expenses plus initial vehicle purchase expense) required to operate the statewide Courtesy Patrol Program as defined in these specifications;
 - The vendor's statewide hourly rate quote to operate the statewide Courtesy Patrol Program as defined in these specifications. The quoted statewide hourly rate will be used for calculation of reductions as described under the Reimbursement Section.

REQUEST FOR QUOTATION
STATEWIDE COURTESY PATROL PROGRAM

Vendors should complete the Pricing Pages in their entirety as failure to do so, may result in Vendor's bids being disqualified. Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: Alan.W.Cummings@WV.Gov

Prior to award of the contract, the selected vendor shall be required to submit the following documentation to the West Virginia Division of Highways:

- Vendor's Training Plan/Program summarizing the content and instructors names for each skill/subject areas.
- Proof of professional liability insurance and/or fidelity bonding for all persons handling funds received or disbursed under this agreement in the amount of \$1,000,000 minimum.
- Proof of motor vehicle insurance for the fleet of vehicles required by this agreement.

5. ORDERING AND PAYMENT:

- **Ordering:** The successful vendor shall have all the specified requirements in place and ready to operate the statewide Courtesy Patrol Program (100%) on all the designated routes (Attachment A) within four (4) weeks of the award date of this contract.
- **Vendor Acknowledgement:** The successful vendor must communicate to the State, vendor's patrol-readiness status after the contract award, and prior to the commencement of the statewide patrol.
- **Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Payments will be made in arrears; payment in advance of services is not permitted. Methods of acceptable payment must include the West Virginia Purchasing Card. Monthly payment shall be made based on the successful vendor's quoted monthly operating expense to operate the statewide Program. Failure to provide daily patrols for any of the designated routes (Attachment A) shall be justification for the vendor's monthly invoice to be adjusted. The vendor's quoted statewide hourly rate shall be the basis of calculating an adjustment to the vendor's monthly invoice amount. Additionally, questionable, unacceptable or unsupported fuel purchases/consumption shall be a valid reason to reduce the vendor's monthly invoice amount.

REQUEST FOR QUOTATION
STATEWIDE COURTESY PATROL PROGRAM

Attachment A
Page 1

INTERSTATES

		<u>Quantity Patrol Trucks Required</u>
Interstate 64:	From Kentucky State Line (Wayne Co.) to Charleston (Kanawha Co.)	2
	again from Jct. I-77/I-64 (Raleigh Co.) to Virginia State Line (Greenbrier Co.)	2
Interstate 68:	From Maryland State Line (Preston Co.) to Jct. I-79/I-68 (Monongalia Co.)	1
Interstate 70:	From Ohio State Line (Ohio Co.) to Pennsylvania State Line (Ohio Co.)	.5
Interstate 470:	From Ohio State Line (Ohio Co.) to junction of I-70 (Ohio Co.)	.5
Interstate 77:	From Ohio State Line (Wood Co.) to Charleston (Kanawha Co.) at WV Parkways Entrance	3
	again at Princeton (Mercer Co.) to Virginia State Line (Mercer Co.)	1
Interstate 79:	From Pennsylvania State Line (Monongalia Co.) to Charleston (Kanawha Co.)	5
Interstate 81:	From Maryland State Line (Berkeley Co.) to Virginia State Line (Berkeley Co.)	1
	Interstate Spare Patrol Trucks	2

Total Patrol Trucks Required – Interstates

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REQUEST FOR QUOTATION
STATEWIDE COURTESY PATROL PROGRAM

Attachment A
Page 2

APD CORRIDORS

		<u>Quantity Patrol Trucks Required</u>
Corridor D (US 50)	From DuPont Rd. Exit (Wood Co.) to Jct. I-79/US 50 (Harrison Co.)	2
Corridor G (US 119)	From Kentucky State Line (Mingo Co.) to Jct. US 119/WV 61 (Kanawha Co.)	3
Corridor H (US 33)	From Jct. I-79/US 33 (Lewis Co.) to Kerens Rd. (Randolph Co.) and from Moorefield (Hardy Co.) to Jct. US 33 and WV 55 near Petersburg	2
Corridor L (US 19)	From Jct. I-77/US 19 (Raleigh Co.) to Jct. I-79/US19 (Braxton Co.)	2
Corridor Q (US 460)	From Virginia State Line – Bluefield to Virginia State Line – Glen Lyn, Virginia	1
	APD Spare Patrol Trucks	2

Total Patrol Trucks Required – APD Corridors 12

REQUEST FOR QUOTATION
STATEWIDE COURTESY PATROL PROGRAM

Attachment B

GUIDELINE FOR COURTESY PATROL STATISTICS

Current Date _____

Courtesy Patrol Statistics for the period patrolled from _____
to _____.

- _____ total miles traveled all patrol trucks.
- _____ telephone calls have been received.
 - _____ related to vehicle assists
 - _____ patroller related calls
 - _____ calls from the Parkways Authority
 - _____ calls from the WVDOH/DOT
 - _____ calls from various law enforcement agencies
 - _____ calls from 911 centers
 - _____ calls from traveling public
 - _____ motorists' appreciation call-ins
 - _____ miscellaneous calls
- _____ vehicles assisted.
- _____ stops to remove debris from the highways.
- _____ deer and _____ other animal carcasses removed from highways.
- _____ bear carcasses removed from highways.
- _____ routine procedural checks done on vehicles.
- _____ abandoned vehicles were checked.
- _____ occurrences first aid given and CPR given _____ times.
- _____ travel literature distributed.

Exhibit A

WEST VIRGINIA DIVISION OF HIGHWAYS REQUEST FOR QUOTATIONS STATEWIDE COURTESY PATROL PROGRAM - RFQ NUMBER: 6614C005

VENDOR'S QUOTE TO OPERATE A STATEWIDE COURTESY PATROL PROGRAM AS DEFINED IN THE ATTACHED SPECIFICATIONS:

A.) MONTHLY QUOTE TO OPERATE PROGRAM:

B.) 12- MONTH QUOTE TO OPERATE PROGRAM:

C.) QUOTE - INITIAL FLEET VEHICLES REQUIRED:

D.) TOTAL 12- MONTH QUOTE (OPERATING & FLEET) EXPENSE:

E.) STATEWIDE HOURLY RATE TO OPERATE PROGRAM:

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 Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident 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; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who 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 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% resident 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% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% resident 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% resident 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% resident 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) reject the bid; 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.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), 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: _____

RFQ No. 6614C005

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 07/01/2012)

NOTE:

Vendor and Notary's date must be the same.

Notary required to AFFIX SEAL on Purchasing Affidavit.