WEST VIRGINIA SECRETARY OF STATE

KRIS WARNER

ADMINISTRATIVE LAW DIVISION

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Office of West Virginia Secretary Of State

NOTICE OF FINAL FILING AND ADOPTION OF A LEGISLATIVE EXEMPT, INTERPRETIVE OR PROCEDURAL RULE

AGENCY: Parkways Authority

TITLE-SERIES: 184-06

RULE TYPE: Procedural

Amendment to Existing Rule: No

Repeal of existing rule: No

RULE NAME: PURCHASING POLICY MANUAL

CITE STATUTORY AUTHORITY: W. Va. Code §17-16a-6.

This rule is filed with the Secretary of State. This rule becomes effective on the following date:

September 2, 2026

BY CHOOSING 'YES', I ATTEST THAT THE PREVIOUS STATEMENT IS TRUE AND CORRECT.

Yes

Jonathan W Schaffer -- By my signature, I certify that I am the person authorized to file legislative rules, in accordance with West Virginia Code §29A-3-11 and §39A-3-2.

TITLE 184
PROCEDURAL RULE
WV PARKWAYS AUTHORITY

SERIES 6
PURCHASING POLICY MANUAL

§184-6-1. General.

1.1. Scope. -- This rule details purchasing and contract procedures for the West Virginia Parkways Authority.

1.2. Authority. -- W. Va. Code §17-16a-6.

1.3. Filing Date. -- August 3, 2026

1.4. Effective Date. -- September 2, 2026

§184-6-2. West Virginia Parkways Authority Requirements

2.1. The Parkways Authority shall establish a West Virginia Parkways Authority Purchasing Policy Manual that includes, but is not limited to, procurement processes, contractual requirements, and purchasing, receiving, safeguarding, and disposal of goods and services.

2.2. The Parkways Authority Executive Director shall submit the West Virginia Parkways Authority Purchasing Policy Manual and any revisions to the manual to the Parkways Authority Board for approval.

§184-6-3. Parkways Authority Department Requirements.

3.1 Parkways Authority Departments shall adhere to the West Virginia Parkways Authority Purchasing Policy Manual.

§184-6-4. Severability.

4.1 If any provision of this policy or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or application of this policy.

PURCHASING POLICY MANUAL

Office of the Executive Director
West Virginia Parkways Authority

FOREWARD

This policy manual prescribes the minimum requirements and procedures established by the West Virginia Parkways Authority that are to be followed by its departments in the purchase of goods and services necessary for their operations.

The policy manual is being updated to incorporate recent revisions made by the State West Virginia Purchasing Division to the State purchasing procedures and to clarify certain other areas, such as the use of purchasing cooperatives, collective purchasing agreements, vendor registration requirements, e-processing, and purchasing card guidance.

While the West Virginia Parkways Authority is exempt from West Virginia Code §5A-3 et seq. and is not considered a 'spending unit' as defined under WV Code §5A-1-1, this Policy Manual was patterned after the West Virginia Purchasing Division Policies and Procedures Handbook and incorporates many of the same principles and requirements, with appropriate modifications made where necessary.

The Parkways Authority's goal is to simplify and clarify its procurement process while ensuring fair and open competition with proper documentation of all purchasing transactions. This manual provides a sound reference to Parkways Authority employees, promoting accuracy and consistency in the performance of their procurement duties and responsibilities within the West Virginia Parkways Authority.

Copies of the manual are available on the Parkways Authority's website at: https://transportation.wv.gov/TURNPIKE/Pages/default.aspx under "Purchasing" or by calling (304) 926-1900.

Dwayne "Chuck" Smith
Executive Director
West Virginia Parkways Authority

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I. Policy Framework

1. General Principles

1.1. Objectives and Scope

The overall objective of the purchasing function is to acquire the goods and services necessary to provide the essential services for which an organization is responsible. When procuring goods and services with state or federal funds, the Parkways Authority must follow the most restrictive guidelines among federal, state, or Parkways Authority specific procurement procedures. As a non-spending unit under WV Code §5A-1-1, the West Virginia Parkways Authority is exempt from the Purchasing Division’s requirements in Chapter 5A, Article 3, including contract review dates. WV Code governs contracts §17-16A and internal Parkways Authority procedures, with West Virginia law typically applied unless otherwise specified. These procedural rules are intended to qualify under West Virginia Code Section 12, Article 1, Chapter 5A as an update to Parkways prior Purchasing Handbook.

1.2. Ethical Standards

Procurement transactions must be conducted in a manner that provides full and open competition, consistent with the ethical standards specified in state and federal statutes, this manual, and all local practices and procedures. In accordance with W.Va. Code §6B-2-5, no board member, officer, or employee shall participate personally and substantially in the selection, award, or administration of a contract or purchase order in which they, a person or entity with whom they are associated, or a prospective employer has an economic interest, or where a conflict of interest, real or apparent, exists. In accordance with W.Va. Code §6B-2-10, no board member, officer, or employee shall solicit or accept any gift from a lobbyist, vendor, or person seeking to do business with the Parkways Authority. This prohibition does not apply to unsolicited gifts of nominal value, which the West Virginia Ethics Commission recognizes as a gift whose value is less than $25. The Parkways Authority abides by the Code of Ethics created by the National Institute of Governmental Purchasing (NIGP), which is found within the appendices of this policy manual (Appendix F). The commodities and services available on state and Parkways Authority contracts are to be used for official purposes only and are not available for employees’ personal use. Staff are not permitted to use the State Purchasing Card or the General Accounting Expenditures (GAX) document(s) as a payment method intended to bypass the procurement process.

1.3. Public Records and Disclosure

All records maintained by the Parkways Authority related to purchase orders and contracts are public records under West Virginia Code §29B-1-4 (Freedom of Information Act). Exemptions from disclosure apply as specified therein, with particular caution to comply with all restrictions. Trade secrets, as identified and submitted by vendors, are the primary exemption. Quotes, bids, proposals, and offers become public information immediately upon bid opening and are available for inspection during normal business hours, except during blackout periods. Public records may be released with or without a formal Freedom of Information request. Vendors submitting information to the Parkways Authority assume the risk of disclosure. The Parkways Authority will make reasonable efforts not to disclose information labeled "proprietary" or "trade secret" that falls within §29B-1-4 exemptions, but non-disclosure is not guaranteed. When making public records available, the following schedule must be followed:

1.3.1. Document Availability Schedule:

1.3.1.a. Solicitation Documents: Initial solicitations and addenda are released for public viewing as part of the bidding process.

1.3.1.b. Bids: Released for public viewing immediately after the scheduled bid opening.

1.3.1.c. Purchase Orders and Awards: Become available for public viewing after encumbrance and official award.

1.3.1.d. Contract Files: Including evaluations, awards, cancellations, disqualifications, scoring sheets, and recommendations, become public after award or cancellation.

1.3.2. Document Disclosure Policy: As stated in the Parkways Authority's Master Terms and Conditions, a vendor's full response to a solicitation and resulting contract are public documents, subject to disclosure without notice—even if marked "confidential" or "proprietary." FOIA exemptions may apply upon Parkways Authority confirmation.

1.3.3. Document Review and Copies: Interested parties may view records in person at the Parkways Authority's office during normal business hours. Electronic copies are provided upon written request; paper copies are available in special circumstances. The West Virginia Parkways Authority reserves the right to charge a fee to reimburse the costs of labor and materials incurred in responding to a Freedom of Information Act (FOIA) request. Such fees shall be calculated based on the reasonable and actual costs associated with processing the request, including but not limited to:

1.3.3.a. Staff Time: The hourly rate of personnel involved in searching, reviewing, and redacting records, including any applicable benefits and overhead costs.

1.3.3.b. Materials: The cost of supplies used to produce responsive records, such as paper copies, electronic media, or other formats required to fulfill the request.

1.3.3.c. Other Direct Costs: Expenses directly attributable to processing the FOIA request, such as postage or delivery fees for providing records to the requester. The West Virginia Parkways Authority will provide an estimated cost to the requester prior to processing the request. Payment of the estimated fee may be required in advance if the total cost is expected to exceed a threshold determined by the Parkways Authority. Fees will comply with applicable state and federal FOIA regulations, and any exemptions or waivers for certain categories of requesters will be applied in accordance with the law.

1.3.4. Document Destruction: Contract files must be retained until permission to destroy is obtained from the Legislative Auditor's Office pursuant to applicable code provisions.

1.3.5. Privacy Concerns: Documents should be reviewed prior to disclosure to prevent inadvertent release of protected information (e.g., social security numbers). Questions on redaction should be directed to the Parkways Authority's legal counsel.

1.4. Compliance and Procurement Oversight

Procedures for the review of all proposed procurements must be established to ensure that only necessary items are purchased. If written specifications are required, they must be written in such a manner as to maximize and encourage competition while maintaining sufficient quality of the commodity or service. Awards will be made only to responsible vendors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as integrity, compliance with public policy and State law, record of past performance, and financial and technical resources. Although not required, Parkways Authority departments may want to explore whether the goods and services being purchased are available from a statewide contract or a purchasing cooperative, as authorized under §17-16A-6 (a)(13), meeting the minimum standards set forth in this policy before going to the open market. Procurement under this policy demands the highest ethical standards and discretion. Violations, including knowing breaches of bidding rules, fraud, collusion, or conflicts of interest, may render contracts void, impose personal liability on responsible parties for costs incurred, and result in internal sanctions (e.g., suspension, termination, or debarment [see Section 10.2 for debarment procedures]). Serious misconduct will be referred to appropriate law enforcement for criminal penalties under applicable state law. This policy may be amended or revised at any time by the Executive Director, subject to approval by the West Virginia Parkways Authority Board, to ensure compliance with applicable laws, rules, and the Parkways Authority's Bylaws under West Virginia Code §17-16A-6. Exceptions to this policy require a written request submitted by the Purchasing Director to the Executive Director, who may confer with legal counsel or the Consulting Engineer as needed. Approval shall be granted on a case-by-case basis.

2. **Purchase Responsibilities.**

2.1. Fiscal Stewardship and Expenditure Controls

Each Parkways Authority Department is responsible for fiscal stewardship and shall not expend funds or incur obligations:

2.1.1. In an unauthorized manner;

2.1.2. For an unauthorized purpose;

2.1.3. In excess of amounts allocated in the approved budget; or

2.1.4. In excess of available funds for the applicable fiscal period.

2.1.5. Violations may result in voided expenditures, personal liability for responsible parties, and corrective action by the Executive Director, including referral for internal review or legal counsel. Pursuant to West Virginia Code §17-16A-6 and Parkways Authority bylaws, the Parkways Authority shall authorize expenditures and incur obligations only:

2.1.6. In accordance with the approved budget and expenditure schedule; and

2.1.7. With transfers between appropriation items approved in writing by the Executive Director or Board, as applicable.

The Treasurer (or designated Chief Financial Officer) holds overall responsibility for ensuring funds are available for each purchase, properly budgeted, and encumbered prior to commitment, in accordance with Bylaws Article IV §4 and West Virginia Code §17-16A-6(a)(13).

2.2. Purchasing Director Responsibilities

The Governing Body of the West Virginia Parkways Authority is responsible for the purchasing, receiving, safeguarding, and disposing of all goods and services obtained for use by the Departments of the Parkways Authority. This Parkways Authority has delegated to the Executive Director, who may further delegate to a designee(s) as necessary. The official with whom these responsibilities have been delegated shall be referred to as the purchasing director of the West Virginia Parkways Authority. This individual is responsible for:

2.2.1. Ensuring that all purchases and contracts for the Parkways Authority are made in accordance with the provisions of applicable state statutes, this manual, and all local policies;

2.2.2. Ensuring that all purchases or contracts for the Parkways Authority are made in the name of the Parkways Authority;

2.2.3. Prescribing the manner in which commodities are purchased, delivered, stored, and distributed;

2.2.4. Reviewing the specifications, and seeking Equipment and Purchasing Committee approval, if necessary, before soliciting bids to ensure that they do not favor a particular brand or vendor;

2.2.5. Accepting or rejecting any and all bids in whole or in part;

2.2.6. Waiving minor irregularities in bids or specifications;

2.2.7. Applying and enforcing standard specifications;

2.2.8. Transferring to or between Parkways Authority Departments, State Spending Units, or the West Virginia State Agency for Surplus Property surplus, obsolete, or unused commodities;

2.2.9. Prescribing the amount of deposit or bond to be submitted with any bid or contract;

2.2.10. Prescribing contract provisions for liquidated damages, remedies, and/or other damage provisions in the event of vendor default;

2.2.11. Serving as the point of contact to provide guidance to staff;

2.2.12. Ensuring staff training in purchasing procedures, processes, and policies;

2.2.13. Reviewing bid documents and award recommendations for concurrence prior to submission to the Executive Director for approval;

2.2.14. Maintaining supporting procurement documentation for public record;

2.2.15. Prescribing the manner of inspection for all deliveries of commodities, determining the physical tests to be conducted of samples submitted, and determining that all bids and samples are in compliance with specifications.

2.3. Executive Director and Department Head Responsibilities

The Executive Director, appointed by the Governor with Senate advice and consent pursuant to West Virginia Code §17-16A-3(j), serves as the Chief Administrative Officer of the Parkways Authority and needs not be a member thereof. The Executive Director shall oversee the daily operations, manage procurement activities, and ensure compliance with these Procedures and applicable laws; shall approve or delegate approvals for purchases within delegated thresholds; shall coordinate with the Purchasing Director on solicitations, awards, and vendor management; shall report on procurement performance and risks to the Parkways Authority as required; and shall perform such other duties as may be conferred by the Parkways Authority or bylaws. The Executive Director's actions and records related to procurement shall be subject to review by Parkways Authority members at any time and to audit by independently certified public accountants selected by Parkways Authority.

Department Heads are the designated leaders of the Parkways Authority's operational departments, including Administration, Toll Operations, Maintenance, Communications, Tourist Information, Troop 7 of the West Virginia State Police (assigned to Turnpike duty via written agreement with the Superintendent), and Tamarack. Appointed by the Executive Director pursuant to West Virginia Code §17-16A-6(a)(13) and bylaws Article V, Department Heads oversee departmental activities and hold primary responsibility for procurement-related functions within their areas. Duties include: initiating and submitting requisitions for goods and services; ensuring all purchases comply with these Procedures, budget constraints, and specifications; verifying fiscal availability and need prior to commitment; coordinating with the Purchasing Director on solicitations and vendor selections; monitoring receipt, use, and performance of procured items; maintaining divisional records of transactions; and reporting any discrepancies or issues to the Purchasing Director. Department Heads may delegate routine tasks to designees but remain accountable for compliance and may not authorize expenditures exceeding delegated thresholds without Executive Director approval.

II. Procurement Execution

3. Acquisition Planning.

3.1. Defining Needs and Research

The effective acquisition of needed commodities and services begins with proper planning. The Purchasing Director, with Department Heads, shall:

- Track spending by vendor/commodity to project needs and determine thresholds.
- Monitor contract expirations to avoid service gaps.
- Anticipate future requirements through collaboration. The first step is to determine the commodity or service needed, the quantity, the quality level, delivery location, and time frame. To develop a comprehensive understanding of the required commodity or service prior to preparing a solicitation, Parkways Authority staff should analyze industry standards and conduct market research to identify potential vendors.

3.1.1. Define Need – Determining the exact requirements for a commodity to perform a specific function is one of the most important tasks in the procurement process. The individual submitting the requisition must take into consideration the problem to be resolved and what alternatives or options are available to satisfy the need.

3.1.2. Conduct Research - To develop a comprehensive understanding of the required commodity or service prior to preparing a solicitation, Parkways Authority staff shall analyze industry standards and conduct market research to identify potential vendors. The following proven methods may be used for market research:

3.1.2.a. Independent Research: Review trade publications, journals, vendor materials, and other publicly available information on the internet or through relevant sources.

3.1.2.b. Consult Parkways Authority Experts: Engage end users within the Parkways Authority to gather insights into commodities and services at the earliest stages of procurement.

3.1.2.c. Communicate with Multiple Vendors: Contact several vendors in the relevant market to better understand how to develop the procurement structure. Engage more than one vendor whenever possible to mitigate bias concerns. All vendor communications must cease upon submission of the solicitation for bidding.

3.1.2.d. Engage Consultants: Procure consultancy services separately for expert advice. Note that any individual, corporation, or firm (except under an approved cooperative contract) compensated for custom design or specifications is prohibited from bidding on the related solicitation to prevent conflicts and ensure competitive integrity.

3.1.2.e. Request for Information (RFI): The Purchasing Department may issue an RFI to solicit written vendor input for developing a Request for Quotation (RFQ) or Request for Proposal (RFP).

3.1.2.f. Past Purchases of Same or Similar Commodity/Service: Review prior Parkways Authority solicitations for comparable commodities or services. Examine included specifications, and, where applicable, review received bids or contract files to identify responsive vendors and compile a suggested vendor list.

3.1.3. Important Considerations – When conducting market research, the following factors should be considered to ensure effective procurement:

3.1.3.a. Vendors/Products in the Market: Identify vendors and commodities available that meet the Parkways Authority's needs.

3.1.3.b. Variation in Competing Products/Services: Assess differences among vendors and commodities to develop inclusive specifications that maximize competition.

3.1.3.c. Relevant Industry Standards: Structure solicitations in accordance with current industry standards to enable vendors to submit responsive bids.

3.1.3.d. Licensing or Regulatory Requirements: Identify any special licensing or regulatory requirements applicable to the commodity or service and incorporate them into the solicitation and resulting contract.

3.1.3.e. Acquisition and Delivery Lead Time: Evaluate the time required to complete the procurement process, receive the commodity or service, and begin use. Lead time includes:

3.1.3.f. Administrative Lead Time: The duration to prepare documents, solicit and evaluate bids, and award contracts, varying by solicitation value, staff responsiveness, vendor participation, and complexity. Account for fund expiration dates.

3.1.3.g. Delivery Lead Time: The period for the awarded vendor to deliver commodities or services, influenced by industry, market conditions, and item complexity (e.g., custom equipment takes longer than in-stock items).

3.2. Specifications and Standardization

When preparing for a purchase, prior to the actual bidding process, specifications must be developed. Specifications can either enhance or inhibit competition. To ensure that commodities and services are obtained at the most economical means, competition must be sought, whenever possible. This can be accomplished by describing products and services in a manner that meets the Parkways Authority's needs and encourages competition.

3.2.1. A specification is a concise statement explaining the type of product or service, the quality level, special requirements in design, performance, delivery, and usage. Specifications must not be restrictive (locking in a specific vendor and limiting competition) or be vague (allowing a vendor to provide a lower than acceptable quality level product or service).

3.2.2. A good specification is the following: clearly understandable to both the buyer and the seller, complete, concise, and identifiable wherever possible with some brand or specification already on the market, verifiable, and reasonable.

3.2.3. Types of Specifications - There are multiple types of specifications used separately or in combination to communicate commodity or service requirements to the vendor:

3.2.3.a. Brand Name(s) or Equal" Specification – This is based upon one or more manufacturer's commodity description(s), model number(s), and quality level. The manufacturer's commodity numbers must be easily identified in a current publication that is available to most vendors. Commodity descriptions must be sufficiently detailed and specify only the required features needed for the application. Any reference to a brand or vendor name must be immediately followed by the phrase "or equal" to signal that alternate bids offering equivalent products or services will be considered. Specifications must explicitly list the mandatory components or features that the brand name reference is intended to capture. Equivalency will be evaluated solely based on these mandatory components. Parkways Authority Departments must not draft specifications that:

3.2.3.a.1. Mirror a single vendor's product or service description to the exclusion of competitors; or

3.2.3.a.2. Impose restrictions so narrow that only one vendor can comply, unless supported by adequate justification beyond routine operational preferences (e.g., reduced training needs, inventory consistency, or staff familiarity).

3.2.3.b. Performance Specification - This is based upon the specific performance needs of the Parkways Authority. The performance specification is less structured as to how the product is made, and more structured as to how well it performs. Total ownership costs for operating and maintaining the product may be an element of the specification.

3.2.3.c. Design Specification - This is based upon the dimensional and other physical requirements of an item being purchased. The design specification is used when the commodity has to be specially made to meet the applicable Parkways Authority's unique needs.

3.2.3.d. RFP Specification: Requests for proposals require a unique set of specifications that heavily focus on desirable non-mandatory items with a much lighter focus on mandatory specifications. The goal is to allow the vendor community to describe how their solution will accomplish the desired outcome in a way that can be subjectively evaluated and scored.

3.2.3.e. Standardization Specification: Reference a specific brand of product or service without allowance for equal alternatives. These specifications may only be used after the Parkways Authority has established a formal standard through the process outlined below, which is modeled on W. Va. Code § 5A-3-61. This process enables the Parkways Authority to standardize repeated purchases of commodities across departments, potentially designating a single brand as the standard where justified. Standardization is permitted only for commodities that:

3.2.3.e.1. Represent a core function of the Parkways Authority's mission;

3.2.3.e.2. Yield demonstrable savings in time and money (calculated without factoring in the costs of traditional procurement or the standardization process itself); and

3.2.3.e.3. Either require testing or evaluation to ensure accuracy, consistency, or interoperability within a larger system or network.

3.2.4. Standardization Procedure - To establish a standard, the Parkways Authority must follow these steps:

3.2.4.a. Initiation: The relevant department head identifies the commodity for standardization and submits a written request to the Purchasing Director, including certification and supporting evidence that the criteria in the section above have been met.

3.2.4.b. Evaluator Selection: The Purchasing Department appoints evaluators, each of whom must certify in writing that they have no conflict of interest and can assess the commodities impartially. At least one evaluator must be from the Purchasing Department.

3.2.4.c. Request for Information (RFI) Advertisement: The Purchasing Department advertises the intent to standardize via an RFI in the Parkways Authority's competitive bidding system. It must also notify all known interested vendors. The RFI must run for at least 30 calendar days and inform the vendor community of:

3.2.4.c.1. The Parkways Authority's intent to standardize procurements for the commodity;

The opportunity for interested entities to submit information on their products' benefits and drawbacks;

3.2.4.c.2. The evaluation criteria to be used;

3.2.4.c.3. The submission deadline; and

3.2.4.c.4. The approximate timeline for the decision.

3.2.4.d. Product Testing (If Applicable): If testing is planned, the RFI must notify vendors and specify the testing period. Vendors may provide samples for demonstration, testing, and evaluation at no cost or risk to the Parkways Authority. The Purchasing Department must document the testing methods and results for all evaluated commodities, preserve these records, and provide them to the evaluators.

3.2.4.e. Evaluation: Evaluators review RFI responses, Parkways Authority-conducted research, testing results (if any), and other relevant information to recommend a pending standard.

3.2.4.f. Pending Standardization Notice: The Purchasing Department advertises the pending standard via an RFI in the competitive bidding system for at least 15 calendar days, notifying the vendor community and participants of:

3.2.4.f.1. The proposed standard, including any tentatively selected brand;

3.2.4.f.2. The rationale for the selection;

3.2.4.f.3. A 15-calendar-day comment period;

3.2.4.f.4. The final decision date (no earlier than three days after comments close); and

3.2.4.f.5. The posting location for the final decision.

3.2.4.g. Comment Review: The Purchasing Department and relevant Parkways Authority departments review submitted comments and make any necessary adjustments to the pending standard.

3.2.4.h. Finalization and Notification: The Purchasing Director submits the final standard to the Executive Director for approval. Upon approval, the Purchasing Director posts the decision on the Parkways Authority's website and notifies participating vendors in writing within five business days.

3.2.4.i. Appeals: Any vendor that participated in the process may appeal the final standardization decision to the Executive Director. Appeals will be handled in accordance with the administrative procedures in W. Va. Code Chapter 29A.

3.2.4.j. Post-Standardization - Once a standard is established and approved:

3.2.4.j.1. The Purchasing Department may solicit competitive bids for the standardized commodity using a request for quotation.

3.2.4.j.2. The Purchasing Director may develop and maintain necessary forms, templates, and reports for standardization activities, including approvals, testing, and notifications.

3.2.4.j.3. Any established standard is valid for no more than four years. Upon expiration, the Parkways Authority may allow it to lapse or repeat the standardization process to establish a new standard.

3.2.5. The West Virginia Purchasing Division has developed standard specifications, grounded in scientific and technical data, for various commodities and services. These specifications define the minimum quality standards that state purchases and contracts must meet. Parkways Authority Departments are encouraged to utilize these standard specifications to streamline procurement processes and avoid redundant development efforts. They may be modified as needed to fit specific requirements. Standard specifications and related procurement forms are available on the Purchasing Division's website at:

3.2.5.a. Forms: https://www.state.wv.us/admin/purchase/forms.html

3.2.5.b. Specifications Index: https://www.state.wv.us/admin/purchase/specs/defaultASP2025.html

3.2.6. Important Considerations for Contract Lengths and Terms when Developing Specification

This section establishes the requirements for contract durations and related provisions to ensure fiscal prudence, operational efficiency, and compliance with applicable statutes and Parkways Authority bylaws.

Consultation with the Purchasing Director is required for any interpretive questions.

3.2.6.a. Initial Contract Term

3.2.6.a.1. The standard initial term for all contracts shall cover a maximum 12-month period.

3.2.6.a.2. The standard initial term for all contracts shall cover a maximum 12-month period.

3.2.6.a.2.A. Software Contracts: Contracts for software, including cloud-based services and Software as a Service (SaaS), may have an initial term of up to five years without prior approval.

3.2.6.a.2.B. Construction Contracts: Contracts for construction projects may exceed one year to accommodate project completion timelines, without prior approval.

3.2.6.a.2.C. Other Exceptions: Any initial term exceeding one year, excluding software and construction contracts, shall require prior written approval from the Purchasing Director. Such requests shall be limited to procurements involving substantial upfront costs or complex programs/projects and must include detailed justification. All approvals shall be documented and retained in the contract file.

3.2.6.b. Contract Renewals

Renewals shall be processed as change orders and shall not be automatic. Renewal requests shall be submitted to the Purchasing Department no less than 30 days prior to the expiration of the current term and shall include signed confirmations from the vendor and the requesting department. Additional supporting documentation may be required at the discretion of the Purchasing Director. Upon exhaustion of all permitted renewals, no further extensions shall be authorized. The total duration of any contract, including renewals, shall not exceed established limits.

3.2.6.c. Standard Renewals: Contracts with a one-year initial term may be renewed for up to three successive one-year periods, or for multiple periods of less than one year aggregating no more than 36 months. Renewal periods deviating from one year shall require prior approval from the Purchasing Director.

3.2.6.d. Software Renewals: Contracts with an initial term exceeding one year under the software exception may include only one renewal period of one year, or multiple periods aggregating no more than 12 months.

3.2.6.e. Other Exceptions: Renewal of terms outside the standard or software provisions shall require prior written approval from the Executive Director, supported by justification.

3.2.6.f. Insurance Requirements

All solicitations shall incorporate insurance mandates in accordance with West Virginia Code § 29-12 and guidelines from the Board of Risk and Insurance Management (BRIM). The BRIM Insurance Guide, providing details on policy types and coverage limits, is available at https://brim.wv.gov

3.2.6.f.1. Determination of Coverages and Limits: The Parkways Authority's General Terms and Conditions form shall be used to specify required insurance types and limits. Minimum coverages shall include Commercial General Liability and Workers' Compensation; Automobile coverage shall be required in most instances. In cases of uncertainty, BRIM shall be consulted for assistance. No solicitation shall be issued without specified coverages unless expressly approved by BRIM in writing.

BRIM Underwriting Manager Contact Information:

Address: West Virginia Board of Risk and Insurance Management, 1124 Smith Street, Suite 4300, Charleston, WV 25301

Telephone: (304) 558-6432, extension 43439

The West Virginia Board of Risk and Insurance Management developed an insurance guide to assist purchasers with their insurance requirements when preparing solicitations.

3.2.6.f.2. Verification of Coverage: Vendors shall provide an ACORD 25 certificate evidencing coverage for the contract duration. For delegated procurements, the department responsible shall obtain and retain such certificates. Coverage shall be monitored continuously, with updated certificates requested prior to expiration and maintained in the contract file.

3.2.6.g. Shipping and Delivery Terms

Specifications for commodities shall explicitly include delivery terms to facilitate equitable evaluation of total costs.

3.2.6.g.1. F.O.B. Destination (Preferred): The vendor shall bear shipping costs and risk of loss until delivery to the designated site, at which point title shall transfer to the Parkways Authority. This method ensures comparable pricing across bids.

3.2.6.g.2. F.O.B. Origin: The Parkways Authority shall assume shipping costs and risk of loss, with title transferring at the point of origin. Bid evaluations under this method shall incorporate freight costs for accurate comparisons.

3.2.6.g.3. Claims for Loss or Damage: The party holding title during transit shall be responsible for filing claims, as determined by the F.O.B. designation on the purchase order.

3.2.6.g.4. Where industry standards necessitate alternative terms, delivery costs shall be integrated into the specifications and pricing schedule.

3.2.6.h. Bonds, Liquidated Damages, and Incentives

Bonds shall be required only as mandated by statute (e.g., West Virginia Code § 5-1-16 for construction) or where customary in the relevant industry. Electronic bid bonds shall be accepted provisionally, with originals required within two business days of bid opening. (Refer to the Definitions section for bond types.) Legal counsel shall be consulted prior to any bond claim, as such actions constitute a contract breach.

3.2.6.h.1. Liquidated Damages: Contracts may include provisions establishing predetermined damages for non-compliance, provided such amounts are reasonable and proportionate to anticipated harm to ensure enforceability.

3.2.6.h.2. Bonus Payments: Incentives for early completion or milestone achievement are prohibited, consistent with the Attorney General's opinion on their illegality in state-affiliated contracts.

3.3. Alternative Sources - In the planning process, it is important to review internal, State, or intergovernmental agreements - “Cooperative Contracts” before going to the open market as allowable under (WV Code §17-16A-6 (e.g., subsections (a)(13 and (a)(14)) Departments may purchase equipment and other commodities or services directly from a vendor without competitive bidding, if available from the following sources:

3.3.1. The West Virginia State Agency for Surplus Property (Surplus Property) - Surplus Property offers good, usable property at a substantially reduced price to public agencies and non-profit groups. The State Agency for Surplus Property also administers a federal property program. Property is screened at federal government facilities to provide eligible organizations with a greater quantity and variety of items. The program serves all eligible organizations and acts as a clearinghouse by offering new and used equipment at reduced costs for acquisition. With the federal program, agencies may express their property needs and be placed on a "want list." Federal property screeners will then look for suitable property that may fulfill the organization's needs.

3.3.2. Commodities and Services Provided by Sheltered Workshops or Correctional Industries – Certain commodities and services may be available from sheltered workshops or Correctional Industries that meet the Parkways Authority's quality and price standards and whose prices are comparable to open-market sources.

3.3.3. Piggybacking on a State Open-Ended Contract - Certain commodities and services may be available from a State open-ended contract on which the Parkways Authority may piggyback, if the contract allows.

3.3.4. Existing Open-End Contracts - Once established, Parkways Authority departments shall utilize the Purchasing Department's open-end contracts for covered commodities or services, unless a waiver is granted.

3.3.4.a. Waiver Process: Departments may request a waiver from utilizing existing open-end contracts by contacting the Purchasing Department if the vendor is unable to deliver by the required date (assuming no unreasonable deadline imposed by the department), is unresponsive to orders, or refuses to perform. Waiver requests must be submitted in writing, with supporting documentation, for review and approval by the Purchasing Director.

3.3.5. The item or service is unique or is not available from any other source (sole source). This can include copyrighted materials, patented commodities, conference facilities, lecturers, and workshop presenters; secret process, or monopoly; a controlled territory; a utility service, including electricity, gas, or water or is a captive replacement part or component for equipment.

3.3.6. The item or service is available from an allowable General Services Administration (GSA) schedule.

3.3.7. The item or service is available from a legitimate government purchasing cooperative contract which, at a minimum, adhere to the spend thresholds contained within this policy. Provided, construction projects exceeding $50,000 must be competitively bid in accordance with W. Va. Code §5-22 et. seq.

3.3.8. The item or service is exempt from competitive bidding requirements as indicated within the “Impossible to bid list” found within the appendices of this policy manual.

4. **Preparing and Submitting Requisitions.**

Requisitions are required for all purchases, regardless of dollar amount, except those made via Purchasing Card (P-Card). Requisitions serve as the formal request from departments to the Purchasing Department for authorization to procure commodities or services exceeding the departmental spending limit of $1,000. This process ensures compliance with competitive bidding requirements, maintains proper documentation, and aligns procurements with the West Virginia Parkways Authority's budget and operational priorities.

Departments shall utilize the Requisition Form located in the appendices of this policy manual, when submitting requests to the Purchasing Department. The Purchasing Department will process all requisitions electronically through the wvOASIS system, in accordance with this Policy.

Departments are prohibited from submitting multiple requisitions ("stringing") to circumvent spending thresholds or bidding requirements. Purchases of the same or similar items over a 12-month period will be aggregated and evaluated collectively for compliance.

4.1. Low-Value Purchases (under $1000.00)

For anticipated single or aggregated expenditures under $1,000, departments shall follow these steps:

4.1.1. Complete the Requisition Form and submit it to the appropriate Department Head for approval.

4.1.2. Upon Department Head approval, obtain a purchase order number from the Purchasing Department prior to proceeding with the purchase.

4.1.3. To expedite approvals, the requisition form may be emailed to the Department Head. The Department Head's return email shall serve as official approval and must be attached to the requisition.

4.1.4. Upon completion of the transaction, attach the signed packing/receiving slip to the requisition form and submit it to the Department Head no later than the next business day.

4.1.5. The Department Head shall forward completed requisitions, along with signed packing/receiving slips, to the Purchasing Department on a daily basis for purchase order issuance.

4.1.6. Incomplete requisitions or unsigned packing/receiving slips will be returned to the originating department for correction. Once finalized, the Purchasing Department will forward the signed packing/receiving slip, requisition, and purchase order to Accounts Payable for payment processing.

4.1.7. In cases where purchases are required outside normal working hours and a Department Head is unavailable, the purchase may proceed provisionally, provided follow-up approval is obtained from the Department Head on the next business day.

4.2. Purchases over $1,000.01.

Internal aggregate spend control: Single transactions over $1,000.01 need sent to procurement for aggregate spend check and to determine correct purchasing path after approval by manager.
For anticipated single or aggregated expenditures over $1,000.01, departments shall follow these steps:

4.2.1. Complete the Requisition Form and submit to the appropriate Department Head for approval. Required information on the form must include:

4.2.1.a. Requester Details: Department, contact person, phone/email, and date.

4.2.1.b. Type of Purchase:

4.2.1.b.1. One-Time/Single: This method is used to purchase commodities and services that are not considered repetitive.

4.2.1.b.2. Open-End Contract: This method is used to purchase commodities and services on a repetitive basis and quantity is unknown.

4.2.1.c. Item Description: Detailed specifications (per Section 3.3.4), including quantity, unit of measure, delivery requirements, and any mandatory features.

4.2.1.d. Estimated Cost: Total budgeted amount (full price, excluding trade-ins for threshold calculation), with breakdown by line item.

4.2.1.e. Vendor Information: Suggested vendors (at least three, if known) identified via market research, catalogs, the internet or wvOASIS reports.

4.2.1.f. Identify any special considerations (e.g., federal funding, insurance requirements).

4.2.1.g. Accounting Details: Budget/Fund/Account code, fiscal year, and encumbrance reference.

4.2.1.h. Attachments: Supporting documents, such as quotes bids received, Parkways Authority General Terms and Conditions, Certification of Non-Conflict of Interest (if evaluators are involved), and trade-in details (Form WV-103, Surplus Property Retirement form, if applicable).

4.2.1.i. Forms are available on the Parkways Authority's internal portal. Ensure all entries are clear, error-free, and compliant with non-restrictive specifications to promote fair competition.

4.2.2. Upon Department Head approval, obtain a purchase order number from the Purchasing Department.

4.2.3. Forward the completed requisition, attachments, and purchase order number to the Purchasing Department, within five business days of initiation. Include supporting documentation (written quotes) using the appropriate form found in appendices of this policy manuals for amounts over $1,000.01 (unless exempt).

4.2.4. All requisitions and supporting materials shall be submitted in a professional manner: typewritten, free of errors, and in readily reproducible formats (e.g., PDF). Submissions of inferior quality or incompleteness shall be returned to the originating department for revision and resubmission.

4.2.5. Purchasing Department Review and Final Approval:

4.2.5.a. The Purchasing Department reviews for completeness, compliance with bidding thresholds (e.g., Three verbal (documented) “quotes” for $5,000.01–$20,000; formal solicitation (RFQ/RFP) for over $20,000.01, and adherence to Parkways Authority procurement policies.

4.2.5.b. If approved, the Purchasing Department authorizes the procurement, enters into wvOASIS and initiates solicitation (e.g., RFQ or RFP).

4.2.5.c. For amounts exceeding the Purchasing Director's delegated authority ($20,000), escalate to the Executive Director for final approval.

4.2.5.d. If revisions are needed, the requisition is returned to the department with comments; resubmission is required within three business days.

4.2.6. Exceptions: Emergency purchases or direct awards under $20,000 with prior Purchasing Director approval.

4.3. Funding Considerations:

The West Virginia Parkways Authority primarily utilizes toll revenues for its operations, including the maintenance and development of West Virginia Turnpike projects; however, federal or state funding may be employed for certain

Turnpike projects or related procurements. In such instances, all applicable federal, state, and Parkways Authority procurement requirements must be followed, with the most restrictive guidelines prevailing based on the funding source.

4.3.1. Procedures for the procurement of commodities, services, or construction with federal funds shall be made in accordance with the Uniform Guidance issued by the Office of Management and Budget (OMB), 2 CFR Part 200, and any agency-specific regulations applicable to the funding source (e.g., U.S. Department of Transportation regulations for transportation-related grants). Similarly, procurements utilizing state funds shall comply with the West Virginia Code §5-22-1 et seq. and related state purchasing policies.

4.3.2. Any purchase utilizing federal or state funding that includes special requirements in addition to or is different from the standard purchasing requirements outlined in this policy must be clearly identified when the requisition is submitted to the Director of Purchasing.

4.3.3. When procuring commodities, services, or construction with federal or state grant proceeds, the West Virginia Parkways Authority shall adhere to the procurement procedures specified in this policy manual and any locally adopted procedures. In all such cases, the Parkways Authority must follow the most restrictive guidelines among the applicable federal, state, or Parkways Authority procurement procedures.

4.3.4. Procedures for the procurement of commodities, services, or construction with funds from specific federal or state agencies can be found in that agency's administrative regulations.

4.3.5. The West Virginia Parkways Authority is prohibited from purchasing commodities or services, or entering into construction contracts, with a vendor that has been debarred or suspended by the federal government.

5. **Acquisition Procedures.**

Upon approval of a requisition, the Purchasing Department shall oversee the acquisition of commodities and services in strict accordance with the procedures outlined in this section. Pursuant to the West Virginia Code, Code of State Rules, Parkways Authority Bylaws, and other applicable governing documents, the West Virginia Parkways Authority has authorized the Executive Director to process procurements up to specified dollar thresholds. The Executive Director has delegated this authority to the Purchasing Director, which may be revoked at the Executive Director's discretion at any time.

5.1. Spending Thresholds and Bidding Requirements – The Parkways Authority has established the following spending thresholds related to the procurement of goods and services which may be subject to competitive bidding. Personnel may execute purchases of commodities or services based on the below thresholds upon the Purchasing Director's approval, provided all requirements of the delegated procurement process are fully observed. Each threshold has its own bidding and documentation requirements, as described below:

5.1.1. Commodities or services costing less than $5,000.00 – “No Bids Required Threshold.”

Departments of the Parkways Authority are authorized to acquire items independent of the Purchasing Departments oversight. This delegated authority does not alleviate departments of the responsibilities required under this policy.

5.1.1.a. Competitive bids or “quotes” are not required in this threshold but are encouraged when possible.

5.1.2. Commodities or services costing $5,000.01 or more but less than $20,000.00 - “Verbal” (documented) Quotes Threshold.”

All purchases exceeding the $5,000.01 threshold must be routed through the Purchasing Department for processing. To expedite this process, departments are required to obtain three verbal documented bids or “quotes” prior to submitting its requisition to the Purchasing Department.

5.1.2.a. A minimum of (3) verbal bids or “quotes” must be obtained, when possible.

5.1.2.b. Bids may be solicited verbally or by wvOASIS, telephone, internet, mail, or electronic media or by visiting the vendor. Screen prints from Internet sites in which the commodity or service is for sale and can be purchased directly can substitute as a quote.

5.1.2.c. A “No bid” is not to be considered a received bid. Purchases may proceed with fewer than three bids received if due diligence is performed, documented and approved by the Purchasing Director, provided the purchase complies with applicable state laws and Parkways Authority’s policies. Justification must be provided by department head if required.

5.1.2.d. A sample form for recording these quotes in included in appendices of this policy manual.

5.1.2.e. If using a "best value" approach, detailed justification must be maintained in the file. This justification should explain why the selected vendor, though not the lowest bidder, provides superior overall value to the Parkways Authority. Factors to consider in determining best value include, but are not limited to:

5.1.2.e.1. Total cost of ownership (e.g., initial price plus ongoing maintenance, operational costs, or lifecycle expenses).

5.1.2.e.2. Quality and reliability of the product or service, including compliance with technical specifications and performance standards.

5.1.2.e.3. Vendor's experience, qualifications, and past performance on similar projects.

5.1.2.e.4. Delivery timelines, risk mitigation, and potential for long-term efficiency gains.

5.1.2.e.5. Any other quantifiable benefits that outweigh the price difference, such as enhanced safety, innovation, or alignment with the Parkways Authority's mission of efficient roadway operations and economic development. The justification should include a comparative analysis of the bids received, a cost-benefit assessment, and supporting documentation (e.g., vendor references, performance data, or market research).

5.1.3. Commodities or services costing $20,000.01 or more – “Formal Solicitation Threshold.”

Bids must be solicited through a competitive process to ensure the best use of Parkways Authority resources, transparency, and value to the public. Solicitations must utilize traditional sealed bidding or through an approved system like WVOASIS. Request for Quotations (RFQs) for smaller procurements, or Best Value Request for Proposals (RFPs) for complex or specialized needs.

5.1.3.a. The solicitation for bids must specify that the bids are to be received in the form of sealed bids.

5.1.3.b. The request for bids must be publicly advertised using such media as legal advertisements in local newspapers, the internet, trade journals, purchasing bulletins, mass mailings or other media considered advisable, and adequate time (of two consecutive weeks) to allow interested bidders sufficient time to submit their responses prior to the date set for the opening of bids. Use of the WVOASIS system satisfies this requirement. Use of pre-bid conferences may be used to emphasize and clarify critical aspects of a solicitation.

5.1.3.c. Traditional Sealed Bidding or RFQs: Contracts shall be awarded to the lowest responsible bidder who meets all specifications, demonstrating financial stability, technical capability, and compliance with Parkways Authority requirements. This method prioritizes cost efficiency for standardized goods or services where price is the primary differentiator.

5.1.3.d. Best Value RFPs: For procurements involving innovative solutions, long-term performance, or multifaceted requirements (e.g., consulting services, or technology implementations), the Parkways Authority may employ a Best Value RFP process. This approach evaluates proposals holistically based on predefined, weighted criteria—including but not limited to price competitiveness, technical expertise, past performance, innovation, sustainability, and overall risk mitigation—to select the offer providing the optimal combination of quality, efficiency, and lifecycle value rather than solely the lowest price. The evaluation committee, appointed by the Purchasing Director, will document scores and rationale in writing to ensure objectivity and defensibility. Awards under Best Value RFPs promote superior outcomes, reduced long-term costs, and alignment with the Parkways Authority's mission to maintain high-quality parkway infrastructure and services. If using a "best value" approach, detailed justification must be maintained in the file. This justification should explain why the selected vendor, though not the lowest bidder, provides superior overall value to the Parkways Authority. Factors to consider in determining best value include, but are not limited to:

5.1.3.d.1. Quality and reliability of the product or service, including compliance with technical specifications and performance standards.

5.1.3.d.2. Vendor's experience, qualifications, and past performance on similar projects.

5.1.3.d.3. Delivery timelines, risk mitigation, and potential for long-term efficiency gains.

5.1.3.d.4. Any other quantifiable benefits that outweigh the price difference, such as enhanced safety, innovation, or alignment with the Parkways Authority's mission of efficient roadway operations and economic development. The justification should include a comparative analysis of the bids received, a cost-benefit assessment, and supporting documentation (e.g., vendor references, performance data, or market research).

5.1.3.e. The RFQ or RFP must include all specifications and pertinent attachments and must define the items or services in order for the bidder to properly respond.

5.1.3.f. All bids will be publicly opened at the time and place specified in the invitation for bids and must remain sealed until the bid opening. All bids should be stamped with the date and time of receipt.

5.1.3.g. Submission of Sealed Bids: Bidders must submit their bids and/or proposals prior to the date and time of the bid opening in the format prescribed by the Parkways Authority. Substitutions for the prescribed format are acceptable only if the substituted terms, conditions, and/or provisions have been approved in advance by the purchasing director. All sealed bids are to be submitted at the vendors' expense.

5.1.3.g.1. Bidders shall submit their bids and/or proposals to the purchasing director. The director shall reject all bids not received by the specified date and time.

5.1.3.g.2. An authorized representative of the bidder shall sign all bids before submission. A corporate signature without an individual name is not an acceptable signature.

5.1.3.g.3. The Purchasing Department may accept the submission of bids by WVOASIS, facsimile, email, or other forms of electronic transmission. The completed facsimile electronic transmission must be received prior to the specified date and time for submission of the bid. A vendor choosing to submit a bid or a written change to a bid by electronic transmission accepts full responsibility for the transmission and receipt of the bid or change. The Parkways Authority accepts no responsibility for the unsuccessful and/or incomplete transmission of electronic bids. An original document and a copy of a bid that is initially sent by electronic transmission shall be sent to the purchasing director within two (2) working days after the bid opening date and must be identical to the electronic submission.

5.1.3.g.4. Copies of bids shall be made available for public inspection in the office of the purchasing director immediately after bid opening. All files related to the evaluation and awarding of the bids are open shall also be made available for public inspection after the award has been made.

5.1.3.g.5. A bidder may make a written change of a sealed bid before the bid opening. A bidder shall submit written changes to the purchasing director prior to the date and time of the bid opening.

5.1.3.h. Evaluation of Bids: The Purchasing Department shall receive, open, and evaluate all submissions for Requests for Quotations (RFQs) and Requests for Proposals (RFPs) to verify compliance with mandatory requirements and select the appropriate awardee. Bids must be sealed until the date and time set for the bid opening, which must be open to the public. All bids should be stamped with the date and time of receipt.

5.1.3.h.1. Any and all bids may be rejected if there is a sound documented reason.

5.1.3.h.2. Errors in bids: The Purchasing Director may reject an erroneous bid after the bid opening if all of the following conditions exist: (1) an error was made; (2) the error materially affected the bid; (3) rejection of the bid would not cause a hardship on the Parkways Authority other than losing an opportunity to receive commodities at a reduced cost; and (4) enforcement of the part of the bid in error would be unconscionable. In order for the Purchasing Director to reject a bid, documented evidence shall be maintained that all of the conditions set forth in this subdivision exist.

5.1.3.h.3. Tie Bids: When tie bids are received, the award can be made by allowing the tied vendors to make a "last and final offer," by flip of a coin, draw of the cards, or any other impartial method considered prudent by the purchasing director.

5.1.3.h.4. If there is a conflict between the extension price and the unit price, or other minor errors exist that are not sufficient to cause the bid to be rejected, the unit price prevails.

5.1.3.i. Award and Justification: Following the evaluation of bids or proposals, the Purchasing Department shall recommend an award to the responsive and responsible vendor that provides the best value to the Parkways Authority, in accordance with the solicitation method employed (lowest responsible bidder for RFQs or best value for RFPs). Awards shall prioritize compliance with specifications, fairness, and fiscal responsibility, consistent with West Virginia Code, Parkways Authority Bylaws, and this policy. The Executive Director shall approve all awards exceeding the Purchasing Director's delegated threshold ($20,000); lower-value awards may be approved by the Purchasing Director.

5.1.3.j. Award Criteria

5.1.3.j.1. RFQs (Lowest Responsible Bidder): The contract shall be awarded to the lowest-priced bid that is fully responsive (meets all mandatory requirements) and from a responsible vendor (demonstrates financial stability, relevant experience, capacity, and ethical practices). If the lowest bid is non-responsive or from an unqualified vendor, the next lowest shall be considered.

5.1.3.j.2. RFPs (Best Value Procurement): Awards shall be based on a holistic assessment, where price is weighted (typically 30%) alongside non-price factors such as technical quality, vendor qualifications, past performance, innovation, and lifecycle costs. The highest-scoring proposal shall receive the award.

5.1.3.k. Documentation Requirements

The procurement file shall contain comprehensive records to support the award decision and facilitate audits. Required elements include:

5.1.3.k.1. Bid Tabulation Sheet: A summary table listing all submissions, including vendor names, prices, key evaluation scores (for RFPs), responsiveness notations, and the recommended awardee. This shall be signed by the evaluators.

5.1.3.k.2. Award Justification Memorandum: A concise narrative explaining the selection rationale, including how the chosen vendor met criteria, any deviations from the lowest price (with cost-benefit analysis), and rejection reasons for non-awarded submissions. For best value awards, include the weighted scoring breakdown.

5.1.3.k.3. Conflict of Interest Certifications: Signed statements from all evaluators and decision-makers affirming no personal or financial interests in the vendors, per Parkways Authority ethics guidelines.

5.1.3.k.4. Supporting Attachments: Copies of all bids/proposals, evaluation worksheets, vendor communications, and legal reviews (if applicable).

5.1.3.k.5. All documentation shall be retained in the central procurement file for a minimum of seven years or as required by state retention schedules. Post-award, the Purchasing Department shall issue the purchase order or contract, notify unsuccessful vendors in writing, and debrief upon request to promote transparency and future competitiveness.

5.1.4. Direct Buy if Bids Too High: The Parkways Authority may reject all bids and cancel a solicitation and then purchase a commodity or service directly from a non-bidding entity if all bids received are priced higher than the publicly posted price of the non-bidding entity. Public posting may include an internet screen print, news media advertisement, or publicly available catalog. Expressly excluded are verbal or unpublished pricing, or any pricing sourced directly from vendors after bids have opened. The direct purchase from the non-bidding entity must be made at the publicly posted price or less and must be of equal quality to the bid specifications.

5.1.5. Solicitations Advertised with Less Than Three Bids Received: Evidence that the Parkways Authority has performed its due diligence must be documented to demonstrate efforts to solicit at least three bids. Examples of documentation include, but are not limited to, a signed memorandum outlining solicitation steps, the solicitation documents, screenprints of price comparisons, or records of communication with vendors. Purchases for commodities or services may proceed with fewer than three bids if due diligence is documented and approved by the Purchasing Director or the Executive Director, provided the purchase complies with applicable state laws and Parkways Authority policies.

5.1.6. Calculation of Thresholds: Departments should continuously monitor their expenditures to ensure that the total amount spent on the same or similar commodity or service, within any 12-month period, does not exceed an applicable spending threshold without the proper level of documentation and bidding.

No department is permitted to issue a series of requisitions to circumvent the Solicitation threshold or the Written Bid or No Bid thresholds. Violation of the Solicitation threshold is commonly referred to as "stringing".

The following examples highlight instances in which a department with a spend threshold of $1,000.00 will have impermissibly exceeded that limit:

5.1.6.a. Making a one-time payment of $1,000.01 or more to a single vendor within a 12-month period;

5.1.6.b. Making multiple payments to a single vendor, for the same or similar commodity or service, which aggregates to $1,000.01 or more within a 12-month period;

5.1.6.c. Making multiple payments to multiple vendors for the same commodity or service that aggregates to $1,000.01 or more within a 12-month period; and

5.1.6.d. Making monthly lease payments of $83.34 or more for 12 consecutive months.

The 12-month period is a rolling period that begins with the effective date of a contract and involves any purchase of the same or similar commodity or service made within the preceding 12 months.

If a department fails to comply with the procedures and requirements established for purchases within its established delegated limit, the Purchasing Director, Finance Director, and Executive Director have the ability to:

5.1.6.d.1. Suspend or reduce purchasing authority for that department;

5.1.6.d.2. Require the department to provide additional reports and documentation relating to purchases for review;

5.1.6.d.3. Require the department to submit to additional oversight that deems appropriate; or

5.1.6.d.4. Require that department personnel responsible for purchases participate in remedial training.

5.2. Other Procurement Methods:

5.2.1. Construction Projects:

5.2.1.a. According to W. Va. Code §5-22-1 et seq., the state and its subdivisions, including the Parkways Authority must, except as provided in the code, solicit competitive bids for every construction project exceeding $50,000 in total cost, but sub-section (i) (n) of that statute goes on to state that the section does not apply to 1.) work performed by regular full-time employees 2.) work performed by students enrolled in vocational programs when the work performed is associated with the program of study and 3.) emergency repairs to building components and systems. The term emergency repair is defined in the statute as meaning repairs that, if not made immediately, will seriously impair the use of building components and systems or cause danger to those persons using the building components and systems.

5.2.1.b. Following the solicitation of bids, the contract shall be awarded to the lowest qualified bidder responsible, who shall furnish a sufficient performance and payment bond unless the provisions referenced in W. Va. Code §5-22B et. seq. surrounding at-risk contracts are utilized by the Parkways Authority.

5.2.1.c. At-risk contracts allow for the use of an RFP process in lieu of an RFQ to procure construction contracts in the amount of $20 million or greater. Certain criteria surrounding the use of a construction manager and the evaluation process for selecting the construction manager are outlined in W. Va. Code §5-22B et. seq.

5.2.1.d. W. Va. Code §5-22-4 establishes provisions that allow for the State and subsidiaries, which includes the Parkways Authority, to establish a maximum budgeted amount for a particular construction project. In the event that all bids received exceed the maximum budgeted amount, if established, the Parkways Authority may negotiate the cost of service with the lowest qualified bidder. If the Parkways Authority chooses to exercise this provision of statute, the Parkways Authority must maintain confidentiality of the maximum budgeted amount prior to awarding the contract. Additionally, this provision shall not be utilized if negotiations result in more than a ten percent change in scope or cost from the original bid.

5.2.1.e. In construction contracts, there are projects for which alternative options may be requested of the participating bidders. Pursuant to W. Va. Code § 5-22-1(e), if the pricing pages contain alternates/add-ons, there must be no more than five listed and the alternates/add-ons must be selected in the order of priority listed on the pricing pages. The first alternate/add-on must be selected before the second alternate/add-on can be selected and so on. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review.

5.2.1.f. The Purchasing Director or Executive Director may reject any or all bids and solicit new bids on a project if there is a sound documented reason.

5.2.2. Architectural and Engineering Services.

5.2.2.a. According to W. Va. Code §5G-1-1 et seq., the State and its sub-divisions, including the Parkways Authority must procure architectural or engineering services on the basis of demonstrated competence and qualifications for the type of professional services required.

5.2.2.a.1. For projects estimated to cost less than $250,000, competition must be sought. The Parkways Authority must conduct discussions with three (3) or more professional firms solicited on the basis of known or submitted qualifications for the assignment prior to the awarding of any contract. If it is determined that seeking competition is not practical, the Parkways Authority may, with the prior approval of its Executive Director, select a firm on the basis of previous satisfactory performance, and knowledge of the Parkways Authority's facilities and needs.

5.2.2.a.2. For projects estimated to cost $250,000 or more, architectural and engineering firms are to be encouraged to submit an expression of interest, which shall include a statement of qualifications and performance data and may include anticipated concepts and proposed methods or approach to the project. All jobs must be announced by public notice published as a Class II legal advertisement in compliance with W. Va. Code §59-1-1, et seq.

5.2.2.a.3. A committee of three (3) to five (5) representatives of the Parkways Authority shall evaluate these statements and select three firms, which, in the committee's opinion, are best qualified to perform the desired service.

5.2.2.a.4. The committee shall then rank, in order of preference, no less than three (3) of the firms selected, and shall commence negotiations with the firms in the order of preference the scope of services and price for the work to be performed.

5.2.2.b. In accordance with W. Va. Code §30-12 et. seq., any commercial structure which is to contain more than seventy-six hundred square feet and in excess of one story excluding any basement area must be constructed under the supervision of an architect.

5.2.3. Direct Award/”Sole Source”.

5.2.3.a. The Director of Purchasing may make a direct award of a contract without competitive bidding if:

5.2.3.a.1. The requesting department submits a request for a direct award in writing;

5.2.3.a.2. The requesting department provides written justification demonstrating that the direct award is in the best interest of the West Virginia Parkways Authority;

5.2.3.a.3. The requesting department provides written confirmation that competition is not available because there is no other source for the commodity or service, or that no other source would be willing or able to replace the existing source without a detrimental effect on the requesting department, the existence of a detrimental effect being determined by the Director of Purchasing in his or her sole discretion;

5.2.3.a.4. The Director of Purchasing publicly advertises a notice of intent to make a direct award without competition in the Parkways Authority bid notification system, as well as any other public advertisement that the Director of Purchasing deems appropriate, for no less than 10 business days; and

5.2.3.a.5. No other vendor expresses an interest in providing the commodity or service in question.

5.2.3.b. If a vendor expresses an interest in providing the commodity or service described in the notice of intent to make a direct award, then the requesting department must convert the direct award to a competitive bid, unless the Director of Purchasing determines that the interest expressed by a vendor is unreasonable. The competitive bid may, at the discretion of the Director of Purchasing, be either a request for quotation or request for proposal.

5.2.3.c. The notice of intent to make a direct award shall contain the following information:

5.2.3.c.1. A description of the commodity or service for which a direct award will be made;

5.2.3.c.2. A time period by which delivery must be made or performance must occur;

5.2.3.c.3. The price that will be paid for the commodity or service;

5.2.3.c.4. Any limitations that a competing vendor would need to satisfy;

5.2.3.c.5. An invitation to all vendors interested in providing the commodity or service to make that interest known; and

5.2.3.c.6. Contact information for the Director of Purchasing or his or her designee, and instructions to submit a statement of interest to the Director of Purchasing or his or her designee.

5.2.3.d. The Director of Purchasing may refuse a requesting department's request to utilize a direct award procurement if the commodities or services have previously been obtained through competitive bidding.

5.2.4. Service Agreements.

5.2.4.a. An agreement is a procurement device used for obtaining professional, technical, or other specialized services where the scope of the services is known but the price is not the sole factor in determining the award. The services can include such activities as legal counsel; accounting services; presenters for continuing professional development activities; technology installation; repair and maintenance; and conference meeting facilities.

5.2.4.b. The agreement must be in writing, and the total cost must be stated either as a "sum certain," or at a fixed rate, if the number of hours of service being acquired is not known, such as for legal services. If the number of hours being acquired is not known, it is recommended that a maximum number of hours be established with the option to extend.

5.2.4.c. The agreement amount must also include the total being paid for any anticipated travel expenses incurred by the service provider. The payment of travel expenses for an independent contractor has federal and state income tax implications. Room or travel accommodation is not to be paid directly by the Parkways Authority for contract service providers.

5.2.4.d. If using an agreement provided by the vendor, care must be exercised to ensure that the agreement does not contain contractual requirements that are in violation of state statutes, such as any clause that requires a prepayment, the imposition of a penalty or termination charge should the applicable Parkways Authority cancel the agreement, or the requirement that the Parkways Authority to indemnify or hold harmless the vendor. An agreement addendum is included in appendices of this policy manual that should be attached to any agreement to ensure that unsatisfactory terms and conditions are not agreed to by the Parkways Authority.

5.2.4.e. Departments should ensure that billing for services matches the frequency (daily, weekly, monthly, etc.) and duration (number of hours, days, etc.) described in the contract (janitorial, security, etc.). Departments should also ensure that any required reports, analysis, statistics, or recommendations are received as specified in the contract.

5.2.4.f. The Purchasing Department, in conjunction with the requesting department, will develop criteria that may be established for evaluating and negotiating such agreements. Competitive bids may be solicited if required in accordance with section 4.3.3.9 of this manual.

5.2.5. CAFR Audit Services

The West Virginia Department of Administration's Cabinet Secretary's Office has established minimum standard requirements for Requests for Quotations (RFQs) or Requests for Proposals (RFPs) used to solicit audit firms responsible for audits incorporated into the State of West Virginia's Comprehensive Annual Financial Report (CAFR). These standards apply to all state agencies and component units, including the West Virginia Parkways Authority, irrespective of exemptions from the State Purchasing Division. For full minimum standard requirements applicable to audit services, refer to appendices.

5.2.6. Banking Goods and Services

The Office of the State Treasurer must approve the acquisition of any kind of banking goods or services, which includes accepting payments and receiving funds via electronic commerce. The Parkways Authority must submit a request to the Office of the State Treasurer before issuing any Request for Proposal (RFP) or Request for Quotation (RFQ) or entering into any contract with another entity for banking goods or services, in accordance with W. Va. Code §§ 12-1-7 and 12-3A-6.

5.2.7. Radios and Microwave Equipment

In accordance with Governor's Executive Order 2-11, any purchase by a state spending unit or state agency, including purchases on behalf of state agencies, of two-way radio, microwave or satellite equipment and related services or purchases that utilize state or federal funds distributed to local entities by the state of West Virginia which are not listed on the Statewide Interoperability Executive Committee's State Interoperable Radio Network (SIRN) Approved Compatibility Equipment List, shall obtain the prior written approval of the Statewide Interoperability Coordinator (SWIC) for any proposed purchase of goods and services.

For a list of approved radios for use on the Statewide Interoperable Radio Network, visit:

https://sirn.wv.gov/governance/Documents/EquipmentHardware/SIRN%20Approved%20Equipment% 20List.pdf.

All contractual documents for two-way radio, microwave or satellite equipment and related services, including, but not limited to, land or tower leases, memorandums of understanding/agreement, training contracts, agreements or services, and purchasing or service contracts related to two-way radio, microwave or satellite equipment and related services for any agency of the state of West Virginia, and all local entities of the state of West Virginia which utilize state or federal funds distributed by the state of West Virginia, must be reviewed and approved by the SWIC to ensure compatibility with the SIRN, to promote the best possible value in purchasing, and to ensure all agencies participating in the SIRN and needing equipment and related services are covered by contractual documents.

Questions may be directed to the Statewide Interoperability Coordinator at (304) 766-5899.

5.2.8. Lease and Lease Purchase Agreements.

5.2.8.a. Lease and lease purchase of agreements are methods by which the Parkways Authority may obtain assets and make payments for the use of an asset over a period of time.

5.2.8.b. In a lease purchase agreement, the Parkways Authority reserves the right to exercise an option, normally at the time of the last installment payment, to have the lease payments apply, in whole or in part, as installment payments towards ownership of the equipment asset.

5.2.8.c. Leases and lease purchase agreements may be negotiated with the vendor providing the original product being acquired, or with another vendor that provides only the financing arrangement. In the latter case, the lease arrangement becomes a service agreement rather than a commodity purchase.

5.2.8.d. Competitive bids are encouraged but not required for leases and lease purchase agreements.

5.2.8.e. In lease purchase agreements, the collateral for the agreement cannot be property that is already owned by the Parkways Authority. The collateral must be the asset acquired through the agreement.

5.2.8.f. Title cannot transfer from the lessor to the lessee until the option to purchase the commodity is exercised, normally at the time the last installment payment is made.

5.2.9. Design or Consulting Services.

Any individual, corporation or firm (except as provided by a statewide contract) paid to custom design or write specifications shall not be permitted to competitively bid to provide the product or service that was designed. This removes the possibility of the designer developing specifications that only the designer can meet or restrict another vendor from meeting. This also prevents the appearance of any impropriety, thereby protecting the integrity of the competitive bid process.

Departments may call vendors for information or copies of specifications for consideration of a particular brand or manufacturer without jeopardizing the vendor's ability to compete in the bid process as long as the vendor does not receive compensation or any form of favoritism.

5.2.10. Emergencies

In bona fide emergency situations, the Director of Purchasing and/or the Executive Director may authorize a department to procure specific items on the open market, exceeding established dollar limitations. Prior to any such purchase, the Director of Purchasing must obtain verbal approval from the Executive Director. An emergency is defined as an unforeseen circumstance that may include, but is not limited to, contractor delays, transportation disruptions, or an unanticipated volume of work. A purchase order must be prepared for the transaction.

This provision acknowledges that emergencies may arise between monthly Parkways Authority Board meetings, necessitating immediate action that cannot reasonably await the next duly constituted meeting. It empowers the Executive Director to procure equipment, materials, goods, or services exceeding the $20,000 threshold to:

5.2.10.a. Eliminate hazards to employees or the public;

5.2.10.b. Mitigate the Parkways Authority's exposure to liability;

5.2.10.c. Sustain a project where delay would incur substantial additional costs to the Parkways Authority; or

5.2.10.d. Address traffic delays or interruptions that could result in lost toll revenues.

5.2.10.e. Verbal approval from the Parkways Authority Board shall be obtained via a poll of its members, with formal ratification at the subsequent Board meeting.

For all emergency procurements, the requesting department must provide written justification detailing the nature of the emergency, prepared and signed by the Department Head. Whenever feasible, a minimum of three (3) competitive bids should be solicited. Original written bids, along with the justification, shall be included in the procurement folder.

5.2.11. Used Property

5.2.11.a. The Parkways Authority may purchase used equipment through the normal competitive bid process or through direct award after first checking the item availability with the West Virginia State Agency for Surplus Property and documenting this contact in the official file.

5.3. Purchase Orders.

5.3.1. All purchase orders must be completed by the Purchasing Department.

5.4. Purchase Order Log.

5.4.1. The Purchasing Department is responsible for monitoring and maintaining a log of all issued Purchase Order numbers.

5.5. Vendor Preference:

5.5.1. According to W. Va. Code §5A-3-37, preference for resident vendors of the State of West Virginia or preference for vendors employing state residents may be granted in the purchase of commodities or printing.

5.5.2. There is no statutory authority that permits the Parkways Authority to grant local residential preference to vendors.

5.5.3. The Parkways Authority may establish by board resolution, policies and procedures for granting preference to resident vendors of the State in the awarding of a bid for the purchase of commodities and printing made upon competitive bids, with the exception of purchases made with federal funds where the federal program regulations prohibit the granting of such vendor preference. Care should be taken in establishing such procedures, as it can result in a higher purchase price for the Parkways Authority. Vendor preference cannot exceed five (5) percent of the lowest bid submitted by a qualified bidder.

5.6. Vendor Compliance:

Prior to awarding a vendor a contract, the Parkways Authority must verify that the vendor is in compliance with the requirements indicated below. If the contract being awarded is for goods or services exceeding the $1,000 “no bid” threshold, the Parkways Authority must retain documentation verifying compliance in the file.

5.6.1. Purchasing Division Registration: Vendors must be properly registered with the WV State Purchasing Division and pay the annual fee (where required).

5.6.2. Workers’ Compensation/Unemployment: Verification of current unemployment fee status and Workers’ Compensation coverage is required to ensure the vendor is not in default with Workers’ Compensation and Employment Compensation, in accordance with the W. Va. Code § 21A-2-6. wvOASIS automatically verifies compliance prior to contract award provided the award is being made in wvOASIS.

5.6.3. Federal Debarment: Verification that the vendor is not debarred by the federal government is required. This verification must be completed manually due to the changes in the Federal Government’s SAM system that tracks vendor debarment.

5.6.4. State Debarment: Verification that the vendor is not debarred by the state of West Virginia is required. The Purchasing Division maintains a list of vendors debarred by the state of West Virginia, which may be accessed online at www.state.wv.us/admin/purchase/debar.html. The Parkways Authority must verify this compliance prior to contract award.

5.6.5. Secretary of State: Unless a waiver is obtained from the Secretary of State’s Office, every vendor organized as a business entity must have a certificate of authority and be in good standing with the Secretary of State’s Office. To search for a business with the Secretary of State’s Office, visit http://apps.sos.wv.gov/business/corporations. Any vendor that cannot be found or shows a status of “revoked” or “dissolved” is not eligible for award until the issue is resolved. The Parkways Authority must verify this compliance manually prior to award and include a copy of the relevant record in the agency file (unless the business is exempt from the requirements)

5.6.6. State Tax Division Registration: Pursuant to West Virginia Code §11-12-

3(a), no person or entity shall engage in or prosecute any business activity within the State of West Virginia without first obtaining a business registration certificate from the State Tax Commissioner. This requirement applies to all revenue-generating activities, including those involving contracts with state agencies such as the Parkways Authority. Failure to obtain and maintain this certificate constitutes a violation of state law, subjecting the entity to penalties, including fines up to $10,000 and daily assessments of $100 after 30 days of notice. To ensure compliance with state law and maintain the integrity of public procurement processes, the West Virginia Parkways Authority shall only enter into contracts for goods, services, or construction with vendors that are duly registered with the West Virginia State Tax Division and fully compliant with all applicable tax obligations.

5.7. Approval

5.7.1. General Purchase Approvals: To ensure that only necessary purchases are made, all purchases must have the prior approval of an employee who has supervisory authority over the individual initiating the purchase request. Purchases by employees who have the authority to approve purchase requisitions must have the approval of the Director of Purchasing.

5.7.2. Low Value Purchases: The purchase of commodities or services costing less than $1,000 must have the prior approval of an employee who has supervisory authority over the individual initiating the purchase request.

5.7.3. Mid-Range Contracts: All contracts for the purchase of commodities or services, to which involve the expenditure of $1,000.01 or more but less than $20,000 must have prior approval of the Director of Purchasing.

5.7.4. High Value Contracts: All contracts for the purchase of commodities or services, with the exception of consumable supplies, which involve an expenditure of $20,000.01 or more but less than $100,000.00 must have prior approval of the Executive Director.

5.7.5. Major Contracts: All contracts for the purchase of commodities or services that involve the expenditure of $100,000.00 or more must have prior approval of the Parkways Authority Board. The approval can be granted either as a consent agenda item or by a separate motion of the Board.

5.7.6. Liability for Unauthorized Contracts: Anyone who executes a contract on behalf of the West Virginia Parkways Authority without proper approval shall be held personally liable for payment of the contract, if the Parkways Authority pursues legal action.

5.8. Commodity and Service Receiving Procedures:

5.8.1. Initial Inspection

Parkways Authority Departments must inspect all delivered commodities and services upon receipt. Any nonconformity of the commodities received, or services rendered with the contract must be reported to the Purchasing Director for corrective action.

5.8.2. Proper Receiving Techniques

Any person receiving commodities or services for the Parkways Authority is responsible for performing all inspection steps described below.

5.8.2.a. Commodities:

The person receiving the commodities must review commodity shipments by performing the following tasks within 1 business day of receipt:

5.8.2.a.1. Verify the make, model number, brand name, and general description of the commodities received match the specifications on the purchase order or contract.

5.8.2.a.2. Determine whether all commodities received are in acceptable condition. If obvious damage is present, the Parkways Authority department shall document all losses or damages on the receiving documents, inscribe the word “Refused,” and obtain signatures from both the Authority representative and the driver. Under no circumstances shall the Parkways Authority accept merchandise exhibiting obvious damage from the carrier. If damage or loss becomes apparent during unpacking of the commodities, the receiver shall immediately cease unpacking and preserve all merchandise and packaging materials in the exact condition in which they were received. The procurement staff responsible for the purchase shall then promptly notify the vendor in writing and by telephone to report the damage or loss. The Parkways Authority shall neither use any of the merchandise nor dispose of the packaging material.

5.8.2.a.3. Verify the quantity of commodities received matches with the contract quantity, packing list, and bill of lading. An actual physical count is necessary to verify receipt of all items. When the quantity of commodities received does not match the quantity indicated within the contract, the receiving agency must request a correction be made to the packing slip immediately. Once the correction(s) has been made, the driver should sign the shipping documents before leaving. Personnel should not accept any alternate or substitute commodity without prior approval.

5.8.2.a.4. Prepare the receiving report required and process the necessary wvOASIS document for receiving. Completed receiving reports should be sent to the Finance Department.

5.8.2.a.5. Enter all reportable assets into the wvOASIS Fixed Asset System and affix asset tags, where appropriate,

5.8.2.b. Services:

The Parkways Authority must monitor services as they are rendered and billed to ensure that the services conform to the specifications. Additionally, the Parkways Authority must:

5.8.2.b.1. Ensure that billing for services matches the frequency (daily, weekly, monthly, etc.) and duration (number of hours, days, etc.) described in the contract (janitorial, security, etc.).

5.8.2.b.2. Ensure that any required reports, analysis, statistics, or recommendations are received as specified in the contract.

5.8.2.b.3. Prepare the receiving report required and process the necessary wvOASIS document for receiving. Completed receiving reports should be sent to the Finance Department.

5.9. Fixed Assets.

5.9.1. Once the commodity becomes the property of the Parkways Authority, the property must be added to the wvOASIS Fixed Asset System. For more information on what is considered a reportable asset, refer to the Surplus Property Operations Manual online at www.state.wv.us/admin/purchase/surplus/surplus_operations_manual.pdf.

III. Contract Management

6. **Change Orders**

6.1. General Change Orders

Change orders may be required to amend, clarify, modify, or cancel provisions in contracts for commodities, services, or other non-construction agreements. A change order is mandatory whenever a proposed change materially affects any term or condition of the original contract.

All change orders shall be sequentially numbered and issued in writing, with a clear statement explaining the reason for the change and sufficient detail to ensure that any reviewer can readily understand its impact on the overall contract.

To preserve the integrity of the procurement process, the number and scope of such changes shall be strictly limited. The Parkways Authority shall adhere to the following formal approval process for all general change orders, consistent with its bylaws:

6.1.1. Proposed change orders must be prepared in writing, including the rationale, cost and scope impacts, and supporting documentation.

6.1.2. The Purchasing Director shall review and initially approve each change order for compliance with the original contract.

6.1.3. Change orders exceeding 10% of the original contract amount or significantly altering the contract scope require Executive Director approval. Those exceeding $100,000 require additional Parkways Authority Board approval via resolution at the next regular, annual, or special meeting, or by unanimous written consent if time sensitive.

6.1.4. Upon approval, the Executive Director shall complete the change order.

6.1.5. For urgent, time-sensitive changes necessary to avoid disruptions, the Purchasing Director may provisionally approve implementation, subject to Board ratification at the next meeting.

6.2. Construction Change Orders

Unforeseen circumstances or changes deemed in the best interest of the West Virginia Parkways Authority may necessitate modifications during the construction phase. To preserve the integrity of the competitive bidding process, the number and scope of such changes shall be strictly limited, with all modifications documented via a written change order.

Change orders shall be issued only when absolutely necessary, with the cumulative impact on project cost and scope kept to a minimum. They shall not be used to fundamentally alter the original project scope and are prohibited for:

6.2.1. Adding significant work outside the original scope;

6.2.2. Expanding the work beyond the original site; or

6.2.3. Increasing total project costs by more than 10% of the original contract amount, unless approved as outlined below.

6.2.4. The Parkways Authority shall adhere to the following formal approval process for all construction change orders, consistent with its bylaws:

6.2.4.a. Proposed change orders must be prepared in writing, including the rationale, cost and scope impacts, and supporting documentation.

6.2.4.b. The Purchasing Director shall review and initially approve each change order for compliance with the original contract.

6.2.4.c. Change orders exceeding 10% of the original contract amount or significantly altering the project scope require Executive Director approval. Those exceeding $100,000 require additional Parkways Authority Board approval via resolution at the next regular, annual, or special meeting, or by unanimous written consent if time-sensitive.

6.2.4.d. Upon approval, the Executive Director shall complete the change order.

6.2.5. For urgent, time-sensitive changes necessary to avoid construction disruptions, the Purchasing Director may provisionally approve implementation, subject to Board ratification at the next meeting.

7. **Contract Cancellation.**

Contracts executed by the Parkways Authority shall incorporate provisions for termination under two circumstances: for cause or for convenience. These provisions shall be included via a standard Agreement Addendum or equivalent clause in the contract terms, executed by both parties to ensure enforceability. Such clauses promote accountability, protect public funds, and align with best practices under applicable West Virginia statutes and Parkways Authority bylaws.

7.1. Cancellation for Cause

The Parkways Authority reserves the right to terminate any contract or purchase order immediately upon written notice to the vendor for any of the following reasons, including but not limited to:

7.1.1. The vendor consents to the termination;

7.1.2. The vendor obtained the contract through fraud, collusion, conspiracy, or in violation of any West Virginia statutory or constitutional provision;

7.1.3. The vendor fails to perform in accordance with contract specifications, terms, or standard commercial practices;

7.1.4. An organizational conflict of interest is discovered;

7.1.5. Funds are not appropriated or an appropriation lapse for the contracted goods or services;

7.1.6. The vendor violates any federal, state, or local law, regulation, or ordinance; or

7.1.7. The contract was awarded due to clerical or administrative errors.

Upon termination for cause, the Parkways Authority may pursue remedies including, but not limited to, recovery of damages, debarment of the vendor from future procurements, and withholding of payments for undelivered goods or services. The vendor shall be afforded an opportunity to cure non-material breaches within a reasonable period, as specified in the contract, prior to termination.

7.2. Cancellation for Convenience

The Parkways Authority may terminate any contract, in whole or in part, without cause upon 30 days' written notice to the vendor. This provision shall be mandatory in all contracts exceeding $20,000 and may not be waived or limited by agreement.

Upon such termination, the vendor shall be compensated for:

7.2.1. Work performed and accepted prior to the effective date of termination;

7.2.2. Reasonable costs incurred in preparation for performance; and

7.2.3. Any direct, verifiable settlement expenses, subject to the Parkways Authority's approval.

The Parkways Authority shall not be liable for anticipated profits, consequential damages, or costs attributable to the vendor's anticipatory preparations. Vendors are encouraged to mitigate damages through resale or alternative use of materials.

7.3. General Provisions

The Purchasing Director shall review all contracts for inclusion of these clauses prior to execution. These following provisions ensure the Parkways Authority's has flexibility to adapt to changing needs while safeguarding vendor rights and public resources:

7.3.1. Notice: All termination notices shall be delivered via certified mail, email with read receipt, or other verifiable method, specifying the effective date and rationale.

7.3.2. Dispute Resolution: Terminations may be appealed to the Executive Director within 10 business days, in accordance with Parkways Authority administrative procedures and West Virginia Code Chapter 29A.

7.3.3. Documentation: Records of terminations, including notices, settlements, and justifications, shall be maintained in the procurement file for audit purposes.

8. **Requirements for Bonds and Deposits.**

8.1. The purchasing director shall determine the applicability and amount of bonds and/or deposit required of a vendor at any time, if it is judged that security is necessary to safeguard the applicable Parkways Authority from undue risk.

8.2. The types of bonds that may be required include bid bonds, performance, surety, litigation, or maintenance bonds.

8.3. The purchasing director may require the vendor to submit a certified check, certificate of deposit, bond, or any other security acceptable to the purchasing director, payable to the West Virginia Parkways Authority. Personal checks and/or company checks are not acceptable.

8.4. These requirements shall be incorporated into the Parkways Authority's standard terms and conditions included in all solicitation documents. Upon satisfactory completion of any contract for which a surety bond or other security deposit was provided, the Parkways Authority staff member who initiated the purchase shall submit written certification of the acceptable delivery of commodities or services to the Purchasing Director.

8.5. Upon receipt of the notification, the purchasing director shall return the check or deposit to the vendor.

9. **Vendors Rights and Duties.**

9.1. Each vendor is solely responsible for the delivery of the bid proposal either in writing or electronically to the place and location specified by the Purchasing Department within the bid solicitation. The bid must be received by an authorized employee of the Parkways Authority prior to the date and time specified in the bid opening.

9.2. The official time clock for the purpose of receipt of bids shall be displayed maintained in the office of the purchasing director.

9.3. Vendors are responsible for the accuracy of the information in the bid.

9.4. A vendor who fails to return all required forms and materials with their bid may be suspended from the bidding list.

9.5. Each vendor must honor any contractual term or condition included in the bid document.

9.6. Each vendor should indicate any delivery terms associated with commodities purchased on all bids.

9.7. Any changes made by the vendor in the specifications listed in the bid request shall be clearly stated by the vendor. If changes are not stated, the Parkways Authority shall assume that items offered meet the specifications.

9.8. If a vendor is suspended and requests a hearing, one will be scheduled with Purchasing Director and/or Executive Director. The vendor shall be notified, in writing, of the date, time and place of the hearing.

10. **Remedies and Suspensions:**

In the event of a vendor's failure to comply with contractual obligations, the Parkways Authority shall have the remedies outlined below. These measures ensure accountability, protect public resources, and promote ethical procurement practices, consistent with Parkways Authority bylaws and applicable West Virginia statutes.

10.1. Remedies for Vendor Non-Compliance

If a vendor fails to honor any term or condition of a contract or purchase order, the Parkways Authority may, at its discretion:

10.1.1. Cancel and Re-Award: Terminate the contract and re-award to the next lowest responsive and responsible bidder. The non-compliant vendor shall bear full responsibility for any cost differential incurred by the Parkways Authority.

10.1.2. Declare Non-Responsible or Non-Responsive: Deem the vendor ineligible for award and decline to issue a purchase order. All such determinations shall be documented in writing, including the factual basis for the decision. These records shall be public documents, available for inspection during regular business hours upon reasonable request.

10.1.3. Suspend Bidding Privileges: Prohibit the vendor from submitting bids for a period not exceeding one year if there is reasonable cause to believe the vendor has violated contract provisions, this policy, or relevant state law. The suspended vendor may appeal to the Purchasing Director's decision to the Executive Director within 10 business days, in accordance with Parkways Authority administrative procedures and West Virginia Code Chapter 29A.

10.2. Grounds for Suspension

10.2.1. Suspension of a vendor's bidding privileges shall be imposed only upon documented evidence of one or more of the following grounds:

10.2.2. Pattern of Poor Performance: Repeated failure to meet contractual standards, including but not limited to late delivery of commodities, materials, or services; or provision of quantities or quality levels below those specified in the contract.

10.2.3. Breach of Contract: Violation of any contract executed under Parkways Authority procurement procedures.

10.2.4. Criminal Conviction: Conviction of a federal, state, or local felony offense directly related to the vendor's business integrity, financial responsibility, or performance capabilities, such as fraud, embezzlement, or bribery.

10.2.5. Suspensions shall be initiated by the Purchasing Director with written notice to the vendor, specifying the grounds, duration, and appeal rights. The notice shall be posted on the Parkways Authority's website and distributed to relevant vendor lists. During suspension, the vendor shall be ineligible for new awards but may complete existing contracts unless terminated for cause. The Purchasing Director shall maintain a public registry of suspended vendors, updated quarterly, to ensure transparency.

11. **Protests:**

11.1. Submission of a Protest

11.1.1. Protests concerning bid specifications must be submitted no later than five (5) business days prior to the bid opening. Protests regarding purchase order or contract awards must be submitted no later than five (5) business days following the award. The protesting vendor is responsible for ascertaining the bid opening and award dates. Protests received after these deadlines may be rejected at the discretion of the Director of Purchasing.

11.1.2. All protests shall be submitted in writing to the Director of Purchasing and shall include the following information:

11.1.2.a. The name and address of the protester; b. The requisition, purchase order, or contract numbers; c. A detailed statement of the grounds for the protest; d. Supporting documentation, if applicable; and e. The specific resolution or relief sought.

11.1.2.b. Failure to provide the required information shall constitute grounds for rejection of the protest by the Director of Purchasing.

11.2. Review of Protest

11.2.1. The Director of Purchasing, or their designee, shall review the protest and issue a written decision. At the discretion of the Director of Purchasing or designee, a hearing may be conducted. Any continuation or delay of the purchase order or contract award pending resolution of the protest shall be at the sole discretion of the Director of Purchasing.

11.2.2. The Director of Purchasing may decline to review a protest if the matter is the subject of ongoing litigation before a court of competent jurisdiction, if the merits have been previously decided by such a court, or if the matter has been addressed in a prior protest determination by the Director of Purchasing. The provisions of this subsection shall not apply if a court requests, expects, or otherwise expresses interest in the Parkways Authority's decision on the protest.

12. **Payment for Commodities or Services**

12.1. Itemized Claims Requirement

Pursuant to applicable state procurement standards and guidelines from the West Virginia State Auditor's Office (WVSAO), the Parkways Authority shall not process payment for any claim related to services rendered or materials furnished without an itemized account submitted by the vendor or contractor. This ensures transparency, accountability, and compliance with fiscal controls governing state agencies.

12.2. Details Required in Itemized Claims

The itemized claim shall provide comprehensive details, including but not limited to:

12.2.1. For services: The type of services provided, dates of performance, and the name of the individual or entity performing the services.

12.2.2. For materials or supplies: A detailed description of the items, quantities, dates of delivery, and delivery location or recipient.

12.3. Prohibition on Summarized Payments

The Parkways Authority shall not make payments based on summarized statements. All payments for materials or services must be supported by fully itemized invoices to facilitate accurate verification and auditing.

12.4. Prohibition on Advance Payments

In alignment with state fiscal practices, payments shall not be made in advance of the delivery of materials or the rendering of services unless otherwise authorized by the Executive Director.

12.5. Withholding for Tax Compliance

Pursuant to W. Va. Code §11-10-11(d), all officers and agents of the Parkways Authority entering into contracts on behalf of the state shall withhold final payment under any contract until receipt of a certificate from the State Tax Commissioner confirming that all applicable taxes (under §§11-13-1 et seq., §11-21-1 et seq., and §11-24-1 et seq.) owed by the contractor have been paid or secured. If the contract is subject to county or municipal business and occupation taxes, payment shall also be withheld until a release is obtained from the relevant county or municipality verifying payment of such taxes. A sample "Release of Final Settlement" form is included in Appendix C. Violation of this requirement may result in a civil penalty of $1,000.

12.6. Withholding for Workers' Compensation Compliance

In accordance with W. Va. Code §23-1-1(c), the Parkways Authority shall withhold final payment under any contract until receipt of a certificate from the West Virginia Insurance Commissioner confirming that all payments, interest, and penalties related to the contractor's Workers' Compensation coverage have been paid or secured.

12.7. Withholding for Unemployment Compensation Compliance

Pursuant to W. Va. Code §21A-2-6c, the Parkways Authority shall withhold final payment under any contract until receipt of a certificate from the Commissioner of Workforce West Virginia confirming that all payments, interest, and penalties related to the contractor's Unemployment Compensation obligations have been paid or secured. Violation of this provision constitutes a misdemeanor, punishable by a fine of up to $1,000, imprisonment for up to one year, or both.

IV. Compliance and Tools

13. Purchasing Card (P-Card) Program

The West Virginia Parkways Authority maintains a Purchasing Card (P-Card) Program to facilitate efficient, low-value procurements of commodities and services as an alternative to traditional requisition processes. This program is authorized under West Virginia Code § 12-3-10a and is administered in compliance with Parkways Authority bylaws. The program emphasizes internal controls, ethical use, and alignment with overall procurement policies to ensure accountability and fiscal responsibility.

Participation in the P-Card Program is available for eligible low-dollar transactions, with a single transaction limit of $1,000. All P-Card usage must adhere to competitive bidding requirements as outlined elsewhere in this policy.

Purchase orders are not required for P-Card transactions, provided program limits and controls are observed.

13.1. Authorized Cardholders

P-Cards may be issued only to permanent, full-time Parkways Authority employees who regularly make qualifying purchases. Cards shall not be issued to temporary, part-time, contract employees, volunteers, or board members.

Each card shall be issued in the name of the individual cardholder and the State of West Virginia. Only the named cardholder may use the card or authorize transactions; delegation or sharing is strictly prohibited.

Prospective cardholders must complete mandatory training on P-Card policies, ethics, and disciplinary consequences, including annual certification through the Parkways Authority's P-Card training program.

Upon training completion, cardholders must sign an acknowledgment form affirming understanding of responsibilities and agreeing to personal liability for misuse.

The number of active P-Cards per department is limited based on operational needs and approved by the Purchasing Director; requests for additional cards may require justification.

13.2. Usage Limits

To mitigate risk and ensure compliance, the following limits apply to all P-Cards:

13.2.1. Single Item Transaction Limit: $1,000 (excluding tax, which must not be charged).

13.2.2. Monthly Spending Limit: $5,000 per cardholder (or as adjusted by the Purchasing Director based on historical usage and approval of the department head).

13.2.3. Transaction Frequency: Maximum of 10 transactions per day and 50 per month per cardholder.

13.2.4. Transactions exceeding the $1,000 limit require prior requisition approval from the Purchasing Director.

These limits may be customized by the Purchasing Director for specific roles, with changes documented via maintenance forms submitted to the P-Card Coordinator.

13.3. Responsibilities

The Purchasing Director shall oversee the P-Card Program, with day-to-day administration delegated to a designated P-Card Coordinator.

Department heads may appoint sub-coordinators for oversight within their sections.

13.3.1. Cardholder Responsibilities:

13.3.1.a. Conduct only authorized, business-related purchases in compliance with this policy.

13.3.1.b. Enter transactions daily within the P-Card system. Reconcile monthly individual statements, attach receipts, and forward to the supervisor for review.

13.3.1.c. Secure the card at all times, report loss/theft immediately to the P-Card Coordinator and the banking institution. Surrender the card upon termination, transfer, or request.

13.3.2. Supervisor's Responsibilities:

13.3.2.a. Ensure cardholders complete initial and annual training.

13.3.2.b. Conduct weekly transaction reviews, initial receipts, and approve monthly reconciliations (e.g., Parkways Authority Reconciliation Checklist).

13.3.2.c. Notify the P-Card Coordinator of personnel changes affecting card access.

13.3.3. P-Card Coordinator Responsibilities:

13.3.3.a. Monitor program compliance, including segregation of duties and fraud prevention.

13.3.3.b. Set and adjust card limits, merchant restrictions, and activation parameters in coordination with banking institution.

13.3.3.c. Process applications, maintenance forms, and cancellations; maintain cardholder files with agreements, training records, and transaction documentation.

13.3.3.d. Reconcile master statements monthly, ensure prompt payment to avoid fees, and perform random audits of at least four cardholders (or all if fewer) per month.

13.3.3.e. Distribute policy updates and coordinate reporting and dispute resolution.

13.3.3.f. Retain all program records for seven years in the Parkways Authority's central files or per Parkways Authority retention schedules.

13.4. Prohibitions and Restrictions

P-Cards shall be used exclusively for official Parkways Authority business. Prohibited uses include:

13.4.1. Personal expenses, gifts, or non-Parkways Authority-related items.

13.4.2. Cash advances, surcharges, or payments to vendors imposing fees.

13.4.3. Purchases of weapons, alcohol, tobacco, land, buildings, vehicles, or capital assets exceeding the Parkways Authority's threshold.

13.4.4. Food/beverages (except pre-approved hospitality).

13.4.5. Any transaction charging West Virginia sales tax (cardholders must request refunds and document resolution).

13.4.6. Delegation of card use or sharing card numbers; cards must be presented in person, and numbers kept secure (use only HTTPS-secured sites).

13.4.7. Reward benefits earned on P-Card purchases shall accrue to the Parkways Authority and be utilized for official purposes; individual travel rewards may be permitted for employees.

13.5. Receipts and Documentation

An itemized receipt or invoice must accompany every transaction and shall include:

13.5.1. Description of each item, unit price, quantity, and total cost (no generic terms like "miscellaneous").

13.5.2. Indication of payment by P-Card (e.g., stamped "Paid with P-Card").

13.5.3. Total amount with no balance due and no sales tax charged.

13.5.4. Date of purchase.

Receipts shall be organized chronologically, signed/dated by the cardholder and supervisor, and attached to the monthly reconciliation log. Unclear descriptions require supplemental notes from the cardholder.

13.6. Reconciliation and Reviews

13.6.1. Monthly Reconciliation: Cardholders shall reconcile individual statements within five business days of receipt, verifying against receipts and system logs. Supervisors approve within three business days, and the P-Card Coordinator finalizes master reconciliations, transferring entries to the Parkways Authority's financial system for encumbrance and payment.

13.6.2. Reviews and Audits: The P-Card Coordinator shall conduct monthly random reviews and quarterly departmental audits. All documentation shall be forwarded to the Parkways Authority Finance Division for central processing and retained for audit by Parkways Authority Internal Audit.

13.6.3. Payment: Master statements shall be paid in full by the due date to avoid interest or penalties.

13.7. Unauthorized Use and Consequences

Unauthorized, fraudulent, or personal use of a P-Card constitutes a violation of the West Virginia Governmental Ethics Act and WV Code § 12-3-10b. Cardholders bear personal liability for such charges.

13.7.1. Reporting: Immediately report suspected misuse, errors, or disputes to the P-Card Coordinator, who shall escalate to US Bank for resolution.

13.7.2. Disciplinary Actions: Violations may result in immediate card suspension/revocation, disciplinary measures up to termination, debarment from future procurements, restitution, and referral for criminal prosecution or civil recovery.

13.7.3. Supervisor Accountability: Supervisors sharing responsibility for oversight failures may face similar consequences.

13.7.4. Annual Review: The Purchasing Director shall annually review and update this program. Questions or requests for forms/training should be directed to the P-Card Coordinator.

14. **Surplus Property Disposal**

This section establishes a uniform and consistent method for controlling the disposal of real and personal property deemed of no further use to the Parkways Authority, pursuant to the authority granted under **West Virginia Code § 17-16A-1(10)** and **§ 17-16A-6(a)(2)**. As an independent public corporation under **§ 17-16A-3(a)**, the Parkways Authority is exempt from the centralized purchasing requirements of **Chapter 5A, Article 3** (**§ 17-16A-3(c)**), including oversight by the Department of Administration's divisions, such as the Real Estate Division (**§ 5A-10-1 et seq.**) and the State Surplus Property Unit for real property. This section prioritizes transfer of personal property to the West Virginia State Surplus Property Unit and ensures legal, ethical, and economical disposal of surplus items while protecting employees and the Parkways Authority from potential claims of impropriety.

14.1. General Procedures for Surplus Property Disposal

<u>14.1.1.</u> Declaration of Surplus Property

When the Parkways Authority determines that real property (e.g., land or buildings) or personal property (e.g., equipment, portable buildings, motor vehicles, furniture, computers, or other items) is no longer needed for Parkways Authority purposes, the Purchasing Director, in collaboration with the Executive Director, may declare such property surplus. The declaration will be based on recommendations from Department Directors and the Maintenance Engineer, following a thorough evaluation of the property's current and future utility to the Parkways Authority. For significant real property transactions, board approval is required per

Parkways Authority bylaws (Article VI §7).

14.1.2. Methods of Disposal

The disposal of surplus property is governed by **West Virginia Code § 17-16A-6(a)(2)**, which grants the Parkways Authority to "acquire, hold, and dispose of real and personal property in the exercise of its powers and the performance of its duties." The primary method for personal property disposal is to transfer to the West Virginia State Surplus Property Unit, located at 2700 Charles Avenue, Dunbar, West Virginia. Real property disposal is managed independently by the Parkways Authority, exempt from State Surplus Property Unit and Real Estate Division oversight (**§ 17-16A-3(c)**). Disposal methods are as follows:

14.1.2.a. Personal Property

14.1.2.a.1. Transfer to State Surplus Property Unit (Primary Method)

14.1.2.a.1.A. Items approved for disposal will be transferred to the State Surplus Property Unit. Parkways Authority personnel will deliver items during normal working hours, after receiving approval and coordinating arrangements through the Purchasing Director.

14.1.2.a.1.B. A complete inventory list of items must be submitted to the Purchasing Director prior to delivery.

14.1.2.a.1.C. The Surplus Property Unit will assume full responsibility for the final disposal of the declared surplus property.

14.1.2.a.2. Alternative Methods (Subject to Approval):

Only after approval by both the Purchasing Director and the Executive Director or General Manager may alternative methods be considered:

14.1.2.a.2.A. Discarding or Junking: Property determined to have no salvageable value may be discarded or junked.

14.1.2.a.2.B. Trade-In: Property may be traded in toward the purchase of a replacement item.

14.1.2.a.2.C. Sale at Public Auction: Property may be sold at a public auction to ensure competitive and transparent bidding.

14.1.2.a.2.D. Competitive Bid: Property may be sold to the highest bidder through a competitive bidding process, in accordance with Parkways Authority Purchasing Procedures contained herein.

14.1.2.a.2.E. Fixed Price Sale: Property may be sold at a predetermined fixed price.

14.1.2.a.2.F. Contribution: Property may be donated for nominal consideration to: The State of West Virginia or its political subdivisions, including county commissions or their agencies or Private, nonprofit, tax-exempt organizations recognized under IRS Code 501(c)(3) through (8), (19), or (23), provided the property supports charitable, economic development, or community purposes.

14.1.2.b. Disposal of Real Property

Real property disposal is managed independently by the Parkways Authority, as it is not a “spending unit” subject to the Department of Administration’s Real Estate Division (§ 5A-1-1, § 5A-10-1 et seq.). Disposal methods include:

14.1.2.b.1. Competitive Bid: Property may be sold to the highest bidder through a competitive bidding process, in accordance with Parkways Authority Purchasing Procedures contained herein.

14.1.2.b.2. Public Auction: Real property may be sold at a public auction to attract competitive offers.

14.1.2.b.3. Negotiated Sale: In cases where a competitive process is not feasible, a negotiated sale may be conducted, subject to approval by the Executive Director or General Manager and, for significant transactions, the Parkways Authority board per bylaws (Article VI §7).

14.1.2.b.4. Transfer or Donation: Real property may be transferred to the State of West Virginia, its political subdivisions, or qualifying nonprofit organizations under IRS Code 501(c)(3) through (8), (19), or (23) for public or community use, provided the transfer aligns with the Parkways Authority's mission and legal requirements.

14.1.3. Centralized Sale Process

The sale of surplus property, if approved as an alternative method, must be conducted by the Purchasing Director or their designee at a centralized location to ensure consistency, transparency, and compliance with Parkways Authority Purchasing Procedures (184CSR6) and West Virginia Code § 17-16A-1(10) and § 17-16A-6(a)(2).

14.1.4. Sealed Bid Process

If a competitive bid process is approved:

14.1.4.a. Sealed bids for surplus personal property must be submitted directly to the Purchasing Director for evaluation.

14.1.4.b. Final approval of bids will be granted by the Purchasing Director and the Executive Director.

14.1.4.c. If applicable, minimum acceptable bid (reserve) amounts will be established by the department heads in conjunction with the Purchasing Director.

14.1.5. Inventory Control and Safekeeping

14.1.5.a. Supervisors are responsible for maintaining inventory control and ensuring the safekeeping of personal property designated for disposal.

14.1.5.b. A list of items held for sale or transfer must be maintained and updated monthly, with copies forwarded to the Director of Maintenance and the Director of Purchasing.

14.1.6. Restrictions on Eligibility

Parkways Authority employees and their immediate family members are prohibited from purchasing or receiving surplus personal property unless the property is offered to the general public for sale.

15. Code of Ethics

15.1. In order to maintain public confidence in the honesty and integrity of the procurement process, all officers and employees of the Parkways Authority involved with the procurement of commodities and services must conduct themselves in a manner that is above reproach.

15.2. All Parkways Authority employees must comply with the requirements of West Virginia Government Ethics Act (W. Va. Code §§6B-1-1 and 6B-2-1 et seq.), W. Va. Code §§61-5A-6 and 61-10-15, and all decisions of the Ethics Commission.

15.3. The Code of Ethics of the National Institute of Governmental Purchasing, Inc. is included in the Appendices, which is all personnel involved in the procurement of commodities and services must adhere.

16. **Non-Discrimination Provisions.**

16.1. The Parkways Authority will not discriminate in its procurement policies, practices or procedures based on race, color, religion, creed, or sexual orientation.

17. **Purchasing Violations**

17.1. Violations of this policy will not be tolerated. Any item submitted for payment that does not comply with these procedures will not be processed for payment and will be returned to the department for corrections.

17.2. The laws that govern the public purchasing process are strict and demand the highest degree of discretion and ethical behavior. The West Virginia Code addresses penalties for violating purchasing procedures:

17.3. If a department purchases or contracts for commodities contrary to the provisions stated in the Code or the rules and regulations, such purchase or contract shall be void and of no effect.

17.4. The head of such department shall be personally liable for the costs of such purchase or contract and, if already paid out of state funds, the amount may be recovered in the name of the Parkways Authority in an appropriate action instituted, therefore.

17.5. No personal purchase, of any kind, will be purchased utilizing a purchase order.

17.6. Anyone taking advantage of the Parkways Authority tax exempt status and government discounts for personal gain is strictly prohibited.

17.7. Stringing is strictly forbidden and will be monitored by the Finance Director, Purchasing Director, Purchasing Department staff, and Department Heads.

APPENDIX A

Definitions, Abbreviations, and Acronyms.

Agreement – An arrangement between parties regarding a method of action.

Architectural and Engineering Services – Includes those professional services of an architectural or engineering nature as well as incidental services that members of those professions and those in their employ may logically or justifiably perform.

Award Date – The award date is the date the contract is approved by either the appropriate contract level officer or upon vote of the members of the Authority and delivered.

Best Value Procurement – Purchasing methods used in awarding a contract based on evaluating and comparing all established quality criteria where cost is not the sole determining factor in the award. This includes Request for Proposals (RFP) and Expression of Interest (EOI).

Bid – Anything that a vendor submits to a solicitation that constitutes an offer to the Authority and includes, but is not limited to, documents submitted in response to request for quotation, proposals submitted in response to a request for proposal or proposals submitted in response to an expression of interest.

Bidding – The process of soliciting the price and other considerations for goods and services from qualified vendors. The solicitation of prices from more than one vendor constitutes competitive bidding. Bids may be solicited in an informal manner by telephone, facsimile, Internet or mail, or through a formal sealed bid process.

Bid Bond – An insurance agreement in which a third party agrees to be liable to pay a certain amount of money in the event a selected bidder fails to accept the contract as bid. The bond is usually five (5) percent of the total bid amount.

Bid Opening – A firmly established date and time for the public opening of responses to a solicitation.

Blackout Period – A period during the solicitation process in which all communication must be routed through the Purchasing Department (from the time the requisition is submitted until the contract is awarded).

Buyer – An employee whose primary assignment is purchasing commodities or services on behalf of the Parkways Authority.

Commodity – Supplies, materials, equipment, and any other tangible good.

Competitive bids – The process of soliciting the price and other considerations for goods and services from more than one qualified vendor.

Consumable Supply – A commodity which, when used in the ordinary course of business, will become consumed or of no market value. This could also be referred to as an expendable commodity.

Contract – A written, legally binding agreement between two (2) or more parties in which is specified the terms and conditions to which the parties have agreed in exchange for monetary compensation.

Construction –As defined In the West Virginia Code §5-22-1(b)(2), as the act, trade, or process of building, erecting, constructing, adding, repairing, remodeling, rehabilitating, reconstructing, altering, converting, improving, expanding, or demolishing of a building, structure, facility, road, or highway. Repair and maintenance of existing public improvements that are recurring or ongoing in nature and that are not fully identified or known at any one time shall be considered a construction project and procured according to this article on an open-ended basis, so long as the work to be performed under the contract falls into a generally accepted single class, or type, and bidders are notified of the open-ended nature of the work in the solicitation: Provided, That no open-ended repair or maintenance contract may exceed $500,000. A construction project does not include a design-build project as set forth in §5-22A-1 et seq. of this code or a construction management at-risk project as set forth in §5-22B-1 et seq. of this code.

Construction Change Order – A written instrument which may be initiated by any party to a construction contract specifying that a change is to be made to the construction project. The order should address the changes in the work and adjustments to the contract cost and contract time, if any.

Cooperative Agreement – An agreement between two or more applicable agencies in which the participants have agreed to issue a combined solicitation for bids for the purpose of obtaining larger volume discounts or reducing administrative expenses.

Delivery Order – A written order to the contractor against a Master Agreement (see below for definition) authorizing quantities of commodities and/or services to be delivered in accordance with all terms, conditions, and processes stipulated in the original contract. Authority purchase orders in *wv*OASIS are issued as Agency Delivery Orders (ADO).

Emergency – An unexpected situation or sudden occurrence of a serious and urgent nature that demands immediate action. These situations can arise from acts of nature, conditions that are detrimental to the health, safety, or welfare of students, or other unforeseen events that threaten the termination of essential services, including delays in the transportation of indispensable goods and materials. Situations created by improper planning or negligence are not to be considered an emergency.

Evaluation of Bids – The process of examining all offers received in order to ascertain whether they meet all bid requirements and to determine which offer to recommend or select for award.

Expression of Interest (EOI) – A written or electronic response from a vendor expressing interest in submitting a proposal to a request or solicitation issued by the Parkways Authority.

Free on Board (FOB) Destination – Used to specify the point of origin and destination, stating the responsible party for bearing freight charges and when title passes. In this case, the title remains with the vendor until the commodities are delivered to the point of destination specified in the purchase order and accepted by the buyer. The seller is responsible for any losses or damage resulting from shipment and files any claims against the carrier. The freight costs may be paid by the seller (Freight Prepaid), may be paid by the seller in advance but invoiced back to the buyer (Freight Collect and Allowed), or may be paid by the buyer (Freight Collect).

Free on Board (FOB) Shipping Point or Origin – Used to specify the point of origin and destination, stating the responsible party for bearing freight charges and when title passes. In this case, the title passes to the buyer immediately at the time the commodities are picked up by a common carrier for shipment. The buyer is responsible for any losses or damages resulting from shipment and files any claims made against the carrier. The freight costs may be paid by the seller (Freight Prepaid), may be paid by the seller in advance but invoiced back to the buyer (Freight Prepaid and Add), or may be paid by the buyer (Freight Collect).

General Terms and Conditions – Standard clauses and requirements incorporated into all solicitations and resulting contracts which are derived from laws, or administrative procedures.

Individual Statement – A monthly statement of transactions for each purchase card issued to employees of Parkways Authority listing all activity charged on the card.

Justification – A written explanation or an award which must be retained as a public record available for inspection when the award is not awarded to the lowest bidder.

Labor and Materials Payment Bond – A bond submitted by the successful vendor upon request by the Parkways Authority to ensure the payment of labor and materials purchased or contracted for or on behalf of the Parkways Authority in a construction project.

Lease – A written agreement between the owner of the equipment (lessor) and the Parkways Authority (lessee) by which the owner agrees to authorize the Parkways Authority to use the equipment for a predetermined fee for a period exceeding 30 days. Title does not pass from the owner to the lessee.

Lease Purchase – A written agreement in which the lessee exercises an option to have the lease payments apply, in whole or in part, as installment payments for equity or ownership upon completion of the agreement. Title transfers to the lessee with the last installment payment.

Life Cost Cycle – A best value purchasing tool that allows for the evaluation of the total or projected cost of an item over its life cycle, in addition to the initial purchase price, including operational costs, salvageable value and other factors.

Liquidated Damages – A specified contract provision which entitles the Parkways Authority to demand a set monetary amount determined to be a fair and equitable repayment to the Parkways Authority for loss of service due to the vendor's failure to meet specific completion or due dates.

Litigation Bond – A valid bond submitted by the vendor with the bid that may be used by the Parkways Authority to recover damages due to frivolous and groundless lawsuits filed by the vendor.

Maintenance Bond – A valid bond provided by the vendor as a warranty of normally two years, which is frequently used on roofing projects.

Mandatory Terms – All terms and conditions in the written specifications that are absolute and preceded by shall, must, or will.

Master Agreement – A generic term used for a contract that covers a period of time in which all terms, conditions and prices are specified except for quantity. This is also known as an open-ended contract. Parkways Authority Master Agreements in *wv*OASIS are issued as Agency Master Agreements (AMA).

Master Statement – A monthly statement of transactions for all purchase cards issued to employees of the Parkways Authority listing the activity charged on all cards.

Negotiation – A bargaining process between two or more parties, each with its own viewpoints and objectives that are seeking to reach a mutually satisfactory agreement on, or settlement of, a matter of common concern.

Non-mandatory Terms – All terms and conditions in the written specifications that are understood to be permissive and are preceded by May, should, or could.

Notice to Proceed – A formal written communication most often used in construction contracts to establish the date for work to commence and determines the date for completion.

Open-ended Contract – A generic term used for an instrument that is competitively bid and awarded in which all terms, conditions, and prices are predetermined with the exception of quantity.

Parkways Authority – For the purpose of this policy manual, refers to the West Virginia Parkways Authority.

Performance and Payment Bond – A bond, usually for the full amount of the contract, in which a valid surety agrees to pay a certain sum in the event a vendor fails to perform a contract as bid.

Personal Property – Property of any kind except real property. It may be tangible, having physical existence, or intangible, having no physical existence, such as copyrights, patents or securities.

Piggybacking – The process of utilizing another agency's existing open-ended contract to which the requesting Parkways Authority was not an original party to make purchases.

Pre-bid Conference – A meeting between the Parkways Authority and all interested vendors that offers the opportunity to emphasize and clarify critical aspects of a solicitation, eliminate misunderstandings, and allow for vendor input. Vendor attendance may be mandatory or voluntary as specified in the bid document.

Procurement – The buying, purchasing, renting, leasing or otherwise obtaining of commodities or services.

Protest – A formal, written complaint filed by a vendor regarding specifications or the award of a contract submitted with the intent of receiving a remedial result.

Purchase Card ("P-Card") – A credit card issued in the name of an employee of the Parkways Authority to be used as an alternative method of payment for authorized purchases of the Parkways Authority that do not exceed the amount specified elsewhere in this policy.

Public Improvement – All buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports, and all other structures upon which construction may be let to contract by the State or any political subdivision, including the Parkways Authority.

Purchasing Department – The Parkways Authority purchasing department which is under the direct supervision of the Director of Purchasing.

Purchase Order – A written or electronic document issued by the Parkways Authority to a vendor authorizing or executing a purchase transaction. In *wv*OASIS, purchase orders reference contracts that do not contain renewals. Purchase orders in *wv*OASIS are issued as Agency Purchase Orders ("APO") for the Parkways Authority.

Purchasing Director – The individual employed by the Parkways Authority who is assigned the responsibility of directing, supervising or performing the duties of purchasing all required commodities and services at the most advantageous benefit to the Parkways Authority.

Real Property – Land, including land improvements, structures, and additions thereto, but excludes movable machinery and equipment.

Requisition – A written or electronic request submitted by a sub-unit of the Parkways Authority to the Parkways Authority's purchasing director requesting that a certain purchase be authorized. Upon approval, purchase requisitions are converted into purchase orders.

Release – A written order by the Parkways Authority to the contractor authorizing quantities of commodities and/or services to be delivered in accordance with the terms, conditions, and prices stipulated in the original contract.

Removable Property – Any personal property not permanently affixed to or forming a part of real estate.

Renewal – The extension of an existing contract for an additional period of time in accordance with the terms and conditions of the original contract.

Rental – Fee paid for the temporary use of facilities or equipment, usually for a period of less than 30 days.

Request for Information (RFI) – A document used to solicit information to assist in preparing specifications for a Request for Quotation (RFQ) or Request for Proposal (RFP). No award can be made from an RFI.

Request for Quotation (RFQ) – A document that is used to solicit written bids that contain all of the specifications or scope of work and contractual terms and conditions. Conformity to specifications and price are the only factors used in the evaluation process.

Request for Proposals (RFP) – A best value purchasing tool used to acquire professional and other services where the scope of the work may not be well defined and cost is not the sole factor in determining the award. All criteria by which the bidders will be evaluated must be contained within the bid document.

Vendor Preference – An additional score assigned to a local vendor during the evaluation process to provide preferential treatment.

Sealed Bids – A process for the solicitation of bids for the purchase of commodities or services wherein the interested vendors are required to submit their proposals in a sealed envelope that are opened during a formal meeting at the place, date, and time specified in the bid solicitation. This would include electronic submission of bids.

Services – Work performed by a vendor that consists primarily of intangible personal services rather than the furnishing of tangible commodities. Includes the furnishing of labor, time, expertise or effort, not involving the delivery of a specific end commodity or product other than one that may be incidental to the required performance.

Sheltered Workshop – An establishment where manufacture or handiwork is carried on, which is operated either by a public agency, a cooperative, or a nonprofit private corporation or association, in which no part of the net earning inures, or may lawfully inure, to the benefit of any private shareholder or individual. It is operated for the primary purpose of providing remunerative employment to blind or severely disabled persons who cannot be absorbed into the competitive labor market, and which shall be approved, as evidenced by a certificate of approval, by the West Virginia Division of Rehabilitation Services.

Sole Source – The only source for a specific commodity or service.

Solicitation – A written, electronic, or oral request submitted by the Parkways Authority to obtain bids or proposals for the purchase of commodities or services. The request can be in writing or oral.

Specifications – A detailed description of the commodity or service for which a bid is being requested.

Statewide Contract – A contract between the State of West Virginia and a qualified vendor used for the purchase of frequently used commodities or services. Parkways Authority departments may purchase from statewide contracts.

Stringing – The illegal practice of issuing a series of requisitions or purchase orders for the purpose of circumventing the competitive bidding procedures.

Terms of Sale – Stipulations made within the contract regarding the transaction.

Transaction Limit – The maximum amount that can be charged in a single transaction using an authorized purchase card.

Unit Price – The cost per unit of the commodity or service being purchased.

Vendor – An individual, partnership or business authorized to conduct business in the State of West Virginia that is able to furnish the desired commodity or service to the Parkways Authority.

*wv*OASIS – An enterprise resource planning (ERP) system used by the State of West Virginia to process all financial transactions, including procurement.

APPENDIX B

Impossible to Bid List:

Exemptions from Competitive Bidding Requirements: In addition to the Alternative Sources identified in Section 3.3.3, and prior to soliciting bids or quotes as described in the subsequent sections, each department shall review the List of Commodities and Services Identified as Impossible to Bid (hereinafter the “Impossible to Bid List”) to determine whether an exemption from competitive bidding requirements applies.

The Executive Director of the West Virginia Parkways Authority is authorized to exempt transactions from competitive bidding requirements when such exemptions are determined, in the Executive Director's discretion, to be in the best interest of the Parkways Authority. The Executive Director shall exercise this authority in accordance with the West Virginia State Purchasing Policy and the guidance of the State Director of Purchasing, limiting exemptions to those commodities and services expressly recognized in such policy as impossible to bid competitively. These identified commodities and services may be purchased directly by departments without advertisement or bid.

The State Director of Purchasing has identified the commodities and services qualifying for such exemptions in the “Impossible to Bid List”, which is provided below:

1. Advertising: This item includes any advertisement placed directly with newspapers, trade magazines, internet publications, social media or billboards. This item includes broadcast television and radio advertisements placed directly with the broadcaster or publisher. Additionally, this item includes participation fees for trade shows, conferences or conventions. This item does not include any indirect placement, promotional items or advertising consultant services.

2. Artwork and Historical Items: This item includes the purchase of and service to artwork and historical items, i.e. restoring governors’ portraits, refurbishing chandeliers, etc.

3. Attorneys and Law Firms: This item includes hiring attorneys and law firms in an official attorney-client capacity. Nothing in this item eliminates the approval or oversight residing within the Attorney General’s office.

4. Governmental Agencies: This item only includes: 1) contracts between governmental agencies and spending units when a state or federal law requires the commodity or service be obtained from the governmental agency (any contract or purchase order issued must cite the law and maintain a copy on file); and 2) regulatory fees legally imposed by government agencies. Governmental agencies are not required to register with the Secretary of State’s Office.

5. Entertainers: This item includes individuals and/or groups contracted at the request of the Parkways Authority to entertain or to assist in the production of entertainment.

6. Hospitality: This item includes expenses for food, beverages, facility rental and entertainment relating to conducting Parkways Authority business.

7. Media License Fees: This item includes program license fees for radio or television.

8. Postage: This item includes stamps and other non-competitive mailing services from the United States Postal Service, but this does not include services available from statewide contracts. The Secretary of State registration is not required for transactions processed under this item.

9. Professional Association Dues: This item includes membership fees or association dues for professional associations that perform a licensing, certification or accreditation function for the Parkways Authority or its employees.

10. Railroad Car Hire Fees: This item includes national association fees required by all

railroads to monitor the location and use of railroad cars for the owners.

11. Resale Items: This item includes items that are acquired specifically for resale by the Parkways Authority for the general public that should be selected on the basis of quality and delivery constraints due to customer demand.

12. Investigative Services; Subject Matter Experts and Witnesses for Administrative Hearing and Legal Proceedings: This item includes obtaining investigative services and the services of a subject matter expert or witness that is intended to help prepare for, or will be utilized in, administrative or legal hearings/proceedings.

13. Subscriptions and publications: This item includes newspapers, textbooks and publications – electronic and hard copy – purchased directly from the publisher.

14. Training Activities: This item includes lecturers, honorariums, copyrighted test and training materials, test monitors/examination proctors, and registration fees, where competition is not available.

15. Utilities Regulated by the Public Service Commission: This item includes natural gas, water, sewage, electric, telephone, garbage, cable television service, connection fees, trash hauling and dumpster rental [if only one PSC approved hauler is in the area]. This item does not include propane gas, coal and satellite television, all of which must be competitively bid.

16. Court Ordered Payments: This item includes court order payment. A copy of the court order must be maintained in the agency file, unless sealed and restricted by the respective judge. If the order is sealed and restricted, an explanation must be maintained in the agency file referring to the court order. Court order payments are exempt from all documentation requirements listed above but spending units should comply with those requirements where possible.

17. Intellectual Property: This item includes purchase of licenses to intellectual property, such as copyrighted or trademarked material, for creative use in the development of products, promotions or advertising when the license can be obtained from only one source. This item in no way applies to software.

18. Emergency Services (Non-Construction and Non-Architectural/Engineering "A/E"): This item includes non-construction and non-A/E services that must be procured on an emergency basis when (1) formal bidding would cause the government to lose the ability to perform some critical function for itself or citizens of the State of West Virginia or (2) formal bidding would delay a response to a declared state of emergency. Any use of this item must be approved by the Executive Director.

19. Transcripts from Court Reporters Employed by Court, Judge or Opposing Counsel: This item includes transcripts procured from court reporters who are employed by the court, judge or opposing counsel.

20. Copies of Government Documents/Records Obtained from the Government: This item includes fees paid to the government entity required to obtain records of court and administrative proceedings as well as documents filed in those proceedings, and charges paid to a government entity for other official documents or records obtained from that government entity. Examples of transactions that this item is intended to cover are fees associated with obtaining documents from the federal court's PACER system, similar fees

charged by county or local courts for records, fees required to obtain official copies of real estate records from the County Clerk's Office, and FOIA fees.

21. Commodities or services for a shared facility arrangement with the U.S. Government: Effective July 1, 2018, commodities or services contracted by the U.S. Government and provided to a state agency when those commodities or services are: (1) offered as part of a shared facility arrangement, and (2) those commodities or services for the State cannot be easily separated from those for the U.S. Government. The Secretary of State registration is not required for transactions processed under this item.

22. Obtaining Commodities Through the Federal Surplus Property Program: This item includes requests to obtain federal surplus property through the West Virginia State Agency for Surplus Property ("WVSASP"). Both the donation and fixed price sale methods of obtaining federal property are included. Departments must facilitate the transaction through WVSASP. The Secretary of State registration is not required for transactions processed under this item. In the case of donated property, a Purchase Order would also not be required. The necessary documentation to facilitate the transaction can be obtained from WVSASP.

23. Automobiles: This item includes Cars, Trucks, and SUV's with a GVWR under 14,000 pounds if one of the following conditions are met: 1. The automobile class is not available on the Statewide contract or is on the statewide contract but cannot be utilized due to manufacturer inability or unwillingness to accept new orders. 2. The purchase of the automobile from the statewide contract would result in receiving a current model year automobile in a future model year (i.e. the Parkways Authority would receive a 2022 model in the 2023 model year.

24. Towing Services: This item includes towing services initiated by law enforcement or needed to clear a roadway after an accident or breakdown.

Court filing fees: This item includes filing fees that must be paid either directly to the court, or to third party e-filing software providers, to file documents with municipal, county, state, and federal courts.

APPENDIX C

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. DISPUTES - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted

2. HOLD HARMLESS - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety

3. GOVERNING LAW - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.

4. TAXES. - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports

on behalf of Vendor or any other party.

5. PAYMENT - Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

6. INTEREST – Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.

7. NO WAIVER - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.

8. FISCAL YEAR FUNDING - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.

9. STATUTE OF LIMITATION - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, or individual, or any other party are deleted.

10. SIMILAR SERVICES - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default of non-funding during the term of the agreement are hereby deleted.

11. FEES OR COSTS - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.

12. ASSIGNMENT - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.

13. LIMITATION OF LIABILITY - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property

14. RIGHT TO TERMINATE - Parkways Authority shall have the right to terminate the agreement upon thirty (30) days' written notice to Vendor. Parkways Authority agrees to pay Vendor for services rendered or goods received prior to the effective date of termination. In such event, the Parkways Authority will not be entitled to a refund of any software license, subscription or maintenance fees paid.

15. TERMINATION CHARGES - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may

only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term

16. RENEWAL - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.

17. INSURANCE - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.

18. RIGHT TO NOTICE - Any provision for repossession or equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.

19. ACCELERATION – Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.

20. CONFIDENTIALITY – Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.

21. AMENDMENTS - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY: VENDOR:
West Virginia Parkways Authority_______ Company Name: ________________________
Signed: _________________________________Signed:______________________________
Title: _________________________________ Title: _________________________________
Date: _________________________________Date: _________________________________

APPENDIX D

Request for Quotations

Request for Quotations Form – The subsequent form(s) may be used by Parkways Authority Departments when obtaining quotations on purchases with an anticipated spend between $5,000 to $20,000.00. Purchases in excess of this amount will be formally solicited publicly by the Parkways Authority Purchasing Department.

Instructions – Within the form, complete the following sections:

Return by - Enter the time and date that the quotation is to be returned.

Return to: - Enter the mailing address that the quotation is to be returned,

Delivery Address for Merchandise, if different - Enter the address to which the material is to be delivered, if different from the mailing address. The delivery address may affect the price quotation being offered by the vendor.

Vendor – Enter the name and address of the vendor to whom the request for quotation is being mailed.

Requisition/PO Number - Enter the PO number assigned by Purchasing Department to this purchase.

Date - Enter the date that the Request for Quotation is submitted.

Account Number - Enter the account number from which the funds are to be expended.

Summary of Quotation -This space is to be used by the Parkways Authority to keep notes and a summary of quotations AFTER bids have been returned. Do not type in this space when preparing the Request for Quotation.

Delivery Requirements - Enter the date that you will need the delivery of the commodity on the Request for Quotation. Be realistic. A short lead time may increase your cost, if it necessitates special handling by the vendors. Allow a reasonable time for delivery. Be specific. Delivery requirements such as, ASAP or immediately, are vague and tend to be meaningless. Give a specific date or a number of days after receipt of order (ARO) for delivery.

Item Number, Quantity and Description - The description must contain the desired specifications. If a brand name is used as the specification, the words "or equal" must be entered after the brand name and model number. The unit price and amount column are not to be completed.

Date (At bottom) – Date that the vendor prepares the price quotation and returns it to Parkways Authority Department.

Preparer – Name of the authorized vendor's representative that prepared the price quotation and is submitting it to the Parkways Authority Department.

Request for Quotations

THIS IS NOT AN ORDER

Return By:	Req/PO No:
	Date:
Return To:	Acct. No:
Delivery Address for Merchandise, if different:	SUMMARY OF QUOTATIONS
Vendor:	
Delivery Requirements:	

Item Number	Quantity	Description	Unit Price	Amount

Date	Preparer

GENERAL TERMS & CONDITIONS
(To be included when soliciting written quotations)

1. Awards will be made in the best interest of the Parkways Authority.

2. The Parkways Authority may accept or reject in part, or in whole, any bid.

3. All quotations are governed by the *West Virginia Code* and 184CSR6.

4. All services performed or goods delivered under Parkways Authority Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being otherwise made available. In the event funds are not otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.

5. Payment may only be made after the delivery and acceptance of goods or services.

6. Interest may be paid for late payment in accordance with the *West Virginia Code.*

7. The Parkways Authority is exempt from Federal and State taxes and will not pay or reimburse such taxes.

8. The Purchasing Director may cancel any Purchase Order/Contract upon 30 days' written notice to the seller.

9. The laws of the State of West Virginia and 184CSR6 shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.

10. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.

11. In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void and is terminated without further order.

INSTRUCTIONS TO BIDDERS

1. Vendor is requested to use the quotation forms provided by the Parkways Authority.

2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as "equal to" the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Director may waive minor deviations to specifications.

3. Complete all sections of the quotation form.

4. Unit prices shall prevail in case of discrepancy.

5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.

6. The vendor must clearly state on the bid document if the vendor wishes to have the payment sent to a different "remit to" address other than the address on the face of this document.

APPENDIX E

CERTIFICATION OF NON-CONFLICT OF INTEREST

This form is to be completed prior to award of any solicitation.

West Virginia Code § 5A-3-31: “It shall be unlawful for any person to corruptly act alone or combine, collude or conspire with one or more other persons with respect to the purchasing or supplying of services, commodities or printing to the state under the provisions of this article if the purpose or effect of such action, combination, collusion or conspiracy is either to: (1) Lessen competition among prospective vendors; or (2) cause the state to pay a higher price for such services, commodities or printing than would be or would have been paid in the absence of such action, combination, collusion or conspiracy; or (3) cause one prospective vendor or vendors to be preferred over one or more other prospective vendor or vendors. Any person who violates any provision of this section is guilty of a felony and, upon conviction thereof, shall be imprisoned in a state correctional facility not less than one nor more than five years, and be fined not exceeding $10,000.”

West Virginia Code § 6B-2-5(b)(1): “A public official or public employee may not knowingly and intentionally use his or her office or the prestige of his or her office for his or her own private gain or that of another person.”

West Virginia Code § 6B-2-5(d)(1): “[N]o elected or appointed public official or public employee or member of his or her immediate family or business with which he or she is associated may be a party to or have an interest in the profits or benefits of a contract which the official or employee may have direct authority to enter into, or over which he or she may have control . . . .” The individual(s) listed below have been charged to evaluate or serve as members or advisors of an evaluation committee for the solicitation as specified [______________________________]

By signing this form, each individual acknowledges that: (1) his or her service on the evaluation committee is not in violation of West Virginia Code § 5A-3-31, § 6B-2-5, or any other relevant code section; (2) his or her service on the evaluation committee does not create a conflict of interest with any of the participating vendors; and (3) he or she has not had or will not have contact relating to the solicitation identified above with any participating vendors between the time of the bid opening and the award recommendation without prior approval of the Purchasing Department.

Name	Title	Signature	Date

APPENDIX F

NIGP CODE OF ETHICS

The West Virginia Parkways Authority Purchasing Department is an active member of the National Institute of Governmental Purchasing, Inc. and adopts as a policy the Code of Ethics which the Institute has initiated.

CODE OF ETHICS

The Institute believes, and it is a condition of membership, that the following ethical principles should govern the conduct of every person employed by any public-sector procurement or materials management organization.

1. Seeks or accepts a position as head or employee only when fully in accord with the professional principles applicable thereto, and when confident of possessing the qualifications to serve under those principles to the advantage of the employing organization.
2. Believes in the dignity and worth of services rendered by the organization and the social responsibilities assumed as a trusted public servant.
3. Is governed by the highest ideals of honor and integrity in all public and personal relationships, in order to merit the respect and inspire the confidence of the organization and the public being served.
4. Believes that personal aggrandizement or personal profit obtained through misuse of public or personal relationships is dishonest and not tolerable.
5. Identifies and eliminates participation of any individual in operational situations where a conflict of interest may be involved.
6. Believes that members of the Institute and its staff should at no time or under any circumstances, accept directly or indirectly, gifts, gratuities or other things of value from suppliers.
7. Keeps the governmental organization informed, through appropriate channels, of problems and progress of applicable operations, but personally remains in the background by emphasizing the importance of the facts.
8. Resists encroachment on control of personnel in order to preserve integrity as a professional manager. Handles all personnel matters on a merit basis. Political, religious, racial, gender and age considerations carry no weight in personnel administration in the agency being directed or served.
9. Seeks or dispenses no personal favors. Handles each administrative problem objectively and empathetically on the basis of principles and justice without discrimination.
10. Subscribes to and supports the professional aims and objectives of the National Institute of Governmental Purchasing, Inc.

APPENDIX G

Minimum Standard Requirements for Audit Services

The following requirements should be used in all solicitations seeking audit firms to conduct audits that will be included in the State of West Virginia's Comprehensive Annual Financial Report.

1. The firm must be independent and licensed to practice in West Virginia.

2. All directors, principals or partner equivalents on the engagement must be licensed CPAs with at least five (5) years of audit experience with governmental entities. All manager level employees on this engagement must be CPAs with three (3) years of experience in governmental engagements. The state agency retains the right to approve or reject replacements based upon their qualifications, experience, or performance.

3. The firm must have experience auditing/consulting with three (3) different state (does not have to be West Virginia) government entities (agencies) over the past five (5) years. The firm must submit a list of those state audits/consulting engagements.

4. The firm shall submit a statement that they have not failed their two (2) most recent AICPA Peer Reviews of their audit/accounting practice and submit the most recent review with their proposal.

5. The firm must have at least (seven) 7 licensed CPAs on staff within the audit firm that are strictly audit, and not tax professionals. This ensures the firm has a breadth of experience to meet the state's needs and can substitute engagement members should turnover occur. At least five (5) of these audit professionals must all be in the same location and cannot be spread amongst other firm locations.

6. The firm must not have had a final audit issued by the proposing firm that had to be reissued due to material errors or omissions discovered by West Virginia Financial Accounting and Reporting Section or other West Virginia state agency two times or more. The firm must provide a statement that they are a member in good standing of the AICPA's Governmental Audit Quality Center.

APPENDIX H

Page 1 of

Revised
10.27.2025

Requisition Number

WV Parkways Authority
Purchase Requisition

For Dept: | Date

Intended use of items ordered:

Type of Order: ROUTINE RUSH | Date Needed:

Vendor Address

Delivery - This order will be processed through the warehouse unless otherwise specified

Charge to Budget Account:

DO NOT WRITE IN SHADED AREA
Purch. Order No.:
Vendor No.:
Bid No.:
Terms:
F.O.B. Destination
Expediting Date:
Shipping Date:

Item	Quantity	PA Stock # (If applicable)	Unit of Measure	Complete Item Description	Unit Price	Total
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
Grand Total						$ 0.00

Indicate the maximum price increase you will accept over your estimate

5% 20% 50% Other
10% 30% NONE

Quote Bid Assigned Buyer:

Vendor List: Leave Open Approximately:

Requisitioned By: X
Full Name

Approved By: X
Full name

Date Approved

A digital version of this requisition form is available for use from the purchasing department.

APPENDIX I

Quick Reference Table: Thresholds and Approvals

Threshold Amount	Bidding/Procurement Requirements	Approval Process	Key Notes/Exceptions
Less than $1,000.00	No competitive bids or quotes required. Departments may acquire items independently.	Department Head approval required. Utilize P-Card or Obtain Purchase Order (PO) number from Purchasing Department prior to purchase.	Utilize P-Card processor Requisition form must be completed and submitted with signed packing/receiving slip to Purchasing Department post-purchase. Emergency purchases outside normal hours require next-business-day approval. Aggregated purchases over 12 months are evaluated collectively to avoid "stringing."
More than $1,000.01 to $5,000.00	No competitive bids or quotes required.	Routed through Purchasing Department for review and processing. Department Head approval required.	Single transactions over $1,000.00 need sent to the Purchasing Department for aggregate spend check and to determine correct purchasing path.
$5,000.01 to $20,000.00	Minimum of 3 verbal (documented) bids or quotes required (when possible). Quotes may be obtained via wvOASIS, phone, internet, mail, or vendor visit.	Routed through Purchasing Department for review and processing. Department Head initial approval on requisition; Purchasing Director approves if compliant.	If fewer than 3 quotes, provide justification (e.g., due diligence documented). Use "best value" justification if not awarding to lowest bidder (e.g., quality, reliability, past performance). Screen prints from internet sites qualify as quotes. No-bid responses do not count as bids.
$20,000.01 or more	Formal competitive solicitation required (RFQ for lowest responsible bidder or RFP for best value). Must be publicly advertised (e.g., WVOASIS, newspapers, internet, trade journals) for at	Purchasing Department oversees solicitation. Purchasing Director reviews and recommends award; Executive	Use RFQ for standardized items (award to lowest responsible bidder) or RFP for complex needs (holistic evaluation including non-price factors like expertise, innovation). Pre-bid conferences optional. Best value awards require detailed justification. Bids

Threshold Amount	Bidding/Procurement Requirements	Approval Process	Key Notes/Exceptions
	least two consecutive weeks. Sealed bids opened publicly.	Director approves awards exceeding $20,000 (Purchasing Director's delegated threshold).	must remain sealed until opening. Errors or ties handled per policy (e.g., unit price prevails, tie-breaking methods).
Construction Projects (General)	Follow general thresholds above, but projects exceeding $50,000 must be competitively bid per W.Va. Code §5-22 et seq.	Purchasing Director oversight; Executive Director approval for larger projects. Change orders require specific approvals (e.g., under 10% of contract: Purchasing Director; 10-20%: Executive Director; over 20%: Board).	Initial term may exceed one year for project timelines. Includes bonds (bid, performance, payment) as required. Emergencies may allow direct awards.
Architectural/Engineering (A/E) Services	Qualifications-based selection (not price-based). Use Expression of Interest (EOI) or RFP process.	Purchasing Director manages; Executive Director approves.	Per W.Va. Code §5G-1-3; price negotiated after selection. Conflicts of interest prohibited (e.g., designer cannot bid on related construction).
Direct Award/Sole Source	No bidding if item/service is unique, from a monopoly, or exempt (e.g., copyrighted materials, utilities). Justification required.	Purchasing Director approves under $20,000; Executive Director for higher amounts.	Must document why competition is impossible. Examples: patented items, utilities, GSA schedules, cooperative contracts (if adhering to thresholds). Construction over $50,000 still requires bidding.
Emergencies	Direct purchase allowed if unexpected situation demands immediate action (e.g.,	Verbal approval from Purchasing Director or Executive	Not for situations caused by poor planning/negligence. Document rationale and

Threshold Amount	Bidding/Procurement Requirements	Approval Process	Key Notes/Exceptions
	health/safety threats, service disruptions).	Director; written justification within two business days.	attempts to obtain competition.
P-Card Purchases	Up to cardholder's transaction/monthly limits (set by Coordinator; e.g., $5,000/transaction default).	Cardholder initiates; Supervisor approves reconciliation; P-Card Coordinator reviews.	Prohibited: personal use, cash advances, food (except hospitality), taxes. Receipts required. Monthly audits. Violations may lead to suspension/termination.
Surplus Property Disposal	N/A (disposal, not procurement). Primary: Transfer to State Surplus Property Unit. Alternatives: Discard, trade-in, auction, competitive bid, donation.	Purchasing Director declares surplus; Executive Director approves alternatives. Board approval for significant real property.	Employees/family ineligible unless public sale. Real property handled independently (exempt from state oversight).