



**West Virginia Parkways Authority**

**REQUEST FOR QUOTATIONS**

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

**Morton Fuel Tanks MFT-1-25**

Proposals will be received at the office of the WV Parkways Authority, Administration Building, 3310 Piedmont Rd., Charleston, WV until **2PM on Wednesday, November 6<sup>th</sup>, 2024.** If proposals are mailed via the U. S. Postal Service regular mail, they must be addressed to the WV Parkways Authority, P. O. Box 1469, Charleston, WV 25325. This mail is picked up by the Authority once a day between 7:00 and 8:00 a.m. However, Drop-Off, Express Mail One Day Service, Federal Express, United Parcel Service (UPS), etc. must be delivered / sent to the West Virginia Parkways Authority, 3310 Piedmont Rd., Charleston, WV 25306. Faxed or emailed bids will not be accepted.

It shall be the bidders' responsibility to determine their method of transmittal such that their bids will arrive in the Authority's office prior to the scheduled bid opening. The Authority cannot waive or excuse late receipt of a proposal which is delayed and late for any reason. Late submissions will not be accepted and will remain unopened. Any proposal received after the proposal opening date and time will be immediately disqualified in accordance with applicable law and administrative rules and regulations applicable to the Authority. Changes to the Request for Quotation may be posted at any time to our website [www.wvturnpike.com](http://www.wvturnpike.com) under the Purchasing tab. It is the Vendors responsibility to check the website. Any addendum issued must be signed and submitted with your RFQ.

All proposals **must** be enclosed in a sealed envelope. The outside of the envelope must include the name and address of the proposer and clearly marked as follows:

**Attn: Purchasing Department**

**RFQ: Morton Fuel Tanks MFT-1-25**

**Bid Opening Date: 11/6/24**

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

The West Virginia Parkways Authority reserves the right to reject any and/or all proposals. Prospective vendors are responsible for all toll charges incurred while providing goods or services to the West Virginia Parkways Authority.

The WVPA is an Equal Opportunity Employer.

**SECTION 1.0 INSTRUCTIONS TO VENDORS SUBMITTING BIDS:** The attached documents contain a solicitation for proposals. Please read these instructions and all documents in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's proposal. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of such Vendor's proposal.

### **1.1 Questions**

All questions must be submitted in writing. Questions regarding this RFQ should be directed to Margaret Vickers, Director of Purchasing, Phone 304 926-1900, fax 304 926-1909 or email: [mvickers@wvturnpike.com](mailto:mvickers@wvturnpike.com). Deadline to submit written questions: Wednesday, October 30<sup>th</sup>, 2024 by 12 noon EST. Non-written discussions, conversations, or questions and answers regarding this solicitation are preliminary in nature and are nonbinding. Submitted emails should have the proposal solicitation name in the subject line. Only information issued in writing and added to the Solicitation by an official written addendum is binding. Bid Submission page, Bid Pricing Page, Purchasing Affidavit and 2<sup>nd</sup> Addendum to Master Service Subscription Agreement must be submitted with the Vendors RFQ bid proposal.

### **1.2 Registration**

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

### **1.3 Purchasing Affidavit**

Vendors are required to sign, notarize and submit the Purchasing Affidavit stating that neither the Vendor nor related parties owe a debt to the State in excess of \$1,000.00. **The affidavit must be submitted with the Vendor's proposal.** A copy of the Purchasing Affidavit is included herewith.

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

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

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

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

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

## **WEST VIRGINIA PARKWAYS AUTHORITY**

### **PROCUREMENT SPECIFICATIONS**

#### **Morton Fuel Tanks MFT-1-25**

#### **1.0 PURPOSE**

It is the purpose of these specifications to describe Fuel Tanks, (hereinafter referred to as "unit") to be purchased for use by the West Virginia Parkways Authority (hereafter referred to as Authority); to define the provisions to be contained in proposals for the sale of said unit to the Authority; establish a schedule for delivery and the criteria for gauging the compliance of the bidder to these specifications.

#### **2.0 BIDDING PROCEDURES**

- 2.1** The current purchasing procedures regarding bidding as established by the Department of Finance and Administration, Purchasing Division and the Authority shall apply.
- 2.2** Bidders shall return an original set of these specifications with all information provided, as requested herein.
- 2.3** It may be determined by the Authority that non-compliance with a unit specification does, or does not, reduce the quality and performance of the affected unit below an acceptable level.
- 2.4** Bidders may submit additional manufacturer's literature and information pertinent to their proposal.

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

- 3.1** Upon delivery, the Authority will perform a complete inspection of the unit to assure that it meets the Authority's specifications or accepted alternatives.

#### **4.0 AWARD CRITERIA**

- 4.1** It is the Authority's intent to open this procurement to a wide audience of bidders. The specifications outlined herein are desirable specifications describing a unit that the Authority feels best meets its needs. However, the Authority will consider any reasonable alternates to the specifications if the bidder can demonstrate that the proposed alternate is comparable in performance, quality and functionality.
- 4.2** The Authority reserves the right to reject any or all proposals or to waive any non-consequential irregularities or information in proposals received. The Authority reserves the right to accept the proposal that will, in the Authority's judgement, best serve the interest of the Authority regardless of whether such proposal is the lowest cost submitted.

## **5.0 GENERAL SPECIFICATIONS**

**5.1** The bidder shall identify the unit by manufacturer, model series and year of manufacture.

**5.2** Delivery Point of unit will be the West Virginia Parkways Authority, Morton Travel Plaza, Milepost 72, Northbound access only on the West Virginia Turnpike, Eskdale, West Virginia 25075.

**5.3** Vendor will coordinate and facilitate delivery of fuel tanks with the awarded construction Contractor for the Morton Travel Plaza rebuild. Anticipated delivery would be after July 1<sup>st</sup>, 2025 to August 2026.

**SPECIAL PROVISIONS FOR  
SECTION 667 – FUEL TANKS**

**667.1 SCOPE OF WORK:**

This project establishes a contract for the supply and delivery of underground fuel tanks for Morton Travel Plaza.

Tank Schedule is as follows:

	Morton
Regular Unleaded Gas Tank	2 @ 15,000 Gallons
High Octane (Super) Tank	1 @ 15,000 Gallons
Diesel Tank (Car Canopy)	1 @ 15,000 Gallons
Diesel Tank (Truck Canopy)	2 @ 15,000 Gallons
Diesel Exhaust Fluid	1 @ 6,000 Gallons

The contractor may substitute another underground storage tank in lieu of the type and model in the specifications. The proposed underground storage tanks must meet all requirements as specified herein.

**667.2 FIBERGLASS UNDERGROUND TANK SPECIFICATIONS:**

**667.2.1 Quality Assurance**

**667.2.1.1 Governing Standards, as applicable:**

**667.2.1.1.1** Underwriters Laboratories (UL) Standard for Safety 1316 Glass-Fiber Reinforced Plastic Underground Storage Tanks for Petroleum Products, Alcohols, Alcohol-Gasoline Mixtures. A UL label shall be attached to each tank

**667.2.1.1.2** National Fire Protection Association codes and standards:

- NFPA 30 Flammable and Combustible Liquids Code
- NFPA 30A Motor Fuel Dispensing Facilities and Repair Garages Code
- NFPA 31 Installation of Oil-Burning Equipment Standard

**667.2.2 Products: Double-Wall Fiberglass Underground Storage Tanks**

**667.2.2.1 Loading Conditions – Tanks shall meet the following design criteria:**

**667.2.2.1.1** Surface Loads: Tank shall withstand surface H-20 and HS-20 axle loads when properly installed.

**667.2.2.1.2** External Hydrostatic Pressure: Tank shall be designed for 7' of overburden over the top of the tank, the hole fully flooded and a safety factor of 5:1 against general buckling.

**667.2.2.1.3** Internal Load: Tank shall withstand a 5-psig air-pressure test with a 5:1 safety factor

**667.2.2.2 Product-Storage Requirements**

**667.2.2.2.1** Tanks shall be vented and operated at atmospheric pressure only, except for use with vapor recovery systems at a pressure or vacuum not to exceed 1 psig (7kPa).

**667.2.2.2.2** Tank shall be capable of storing liquids with a specific gravity up to 1.1.

**667.2.2.2.3** Tank shall be capable of storing products identified in the manufacturer's standard limited warranty in effect at the time of purchase.

**667.2.2.3 Materials**

**667.2.2.3.1** The tank shall be manufactured with premium resin and glass-fiber reinforcement.

**667.2.2.4** Monitoring Capabilities

**667.2.2.4.1** Tanks shall have a monitoring space between the walls to allow for the free flow and containment of leaked product from the primary tank. The monitoring space shall provide equal communication in all directions.

**667.2.2.4.2** The following continuous monitoring conditions shall be compatible with the cavity between the inner and outer tanks:

- Vented to atmosphere
- Vacuum – 5 psig maximum
- Positive air pressure (3 psig maximum)

**667.2.2.4.3** The tank shall be monitored electronically with an annular space liquid probe or continuously with vacuum.

**667.2.2.5** Accessories**667.2.2.5.1** Flanged Manways

- The standard manway shall be 22” I.D. and shall have a stainless steel cover with UL-listed gaskets and bolts.

**667.2.2.5.2** Containment Collar

- UL label shall be affixed to collar.
- The collar shall be fiberglass reinforced plastic, 42” or 48” in diameter and shall be factory-installed.
- The collar shall include an internal adhesive channel.

**667.2.2.5.3** Tank Sumps

- Sumps shall be designed and supplied as a containment system. Only sumps provided by the manufacturer shall be allowed.

**667.2.2.5.4** Anchoring

- Straps shall be supplied by the tank manufacturer.
- Number and location of straps shall be as specified by the tank manufacturer.
- Each strap shall be capable of withstanding a maximum load of 25,000 lbs.
- Galvanized turnbuckles (two per anchor strap) shall be supplied by the tank manufacturer.

**667.2.2.5.5** Fittings

- All standard fittings shall be 4” diameter NPT half or full couplings.
- Fittings shall be installed on the tank-top or in the cover of the manway.

**667.3** **Delivery:**

**667.3.1.1** Morton Travel Plaza – Milepost 72 Northbound access only on the West Virginia Parkways, Eskdale, West Virginia 25075.

Steve Martin, 374 George Street, Beckley WV (304) 256-6685 will be the West Virginia Parkways Authority contact.

**667.4 Basis of Payment:**

The quantities shall include the fiberglass underground storage tanks and all included accessories and will be paid for at the contract unit prices bid for the items listed in 667.5. The tanks and accessories shall be measured as one unit and paid for as each unit.

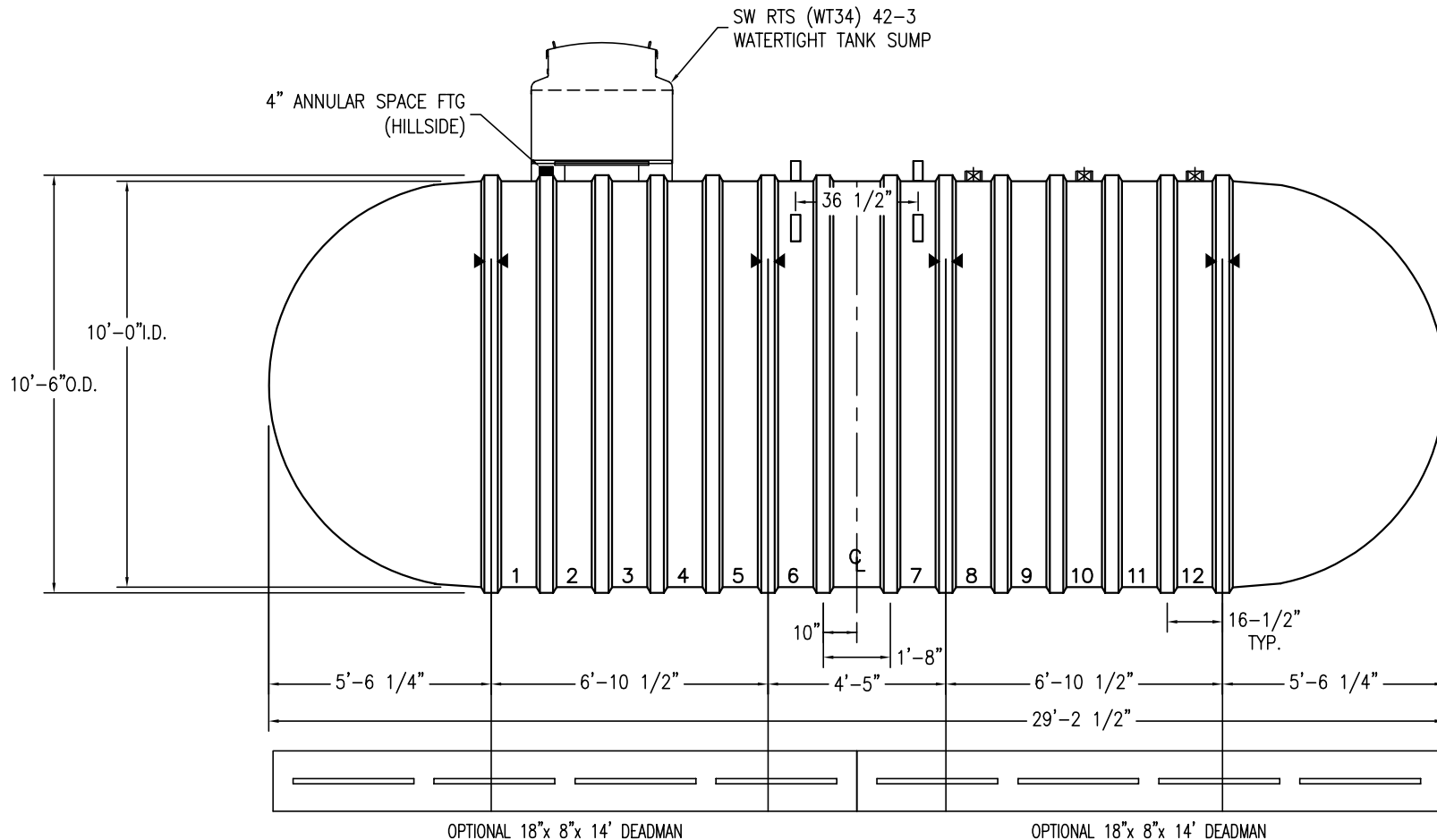
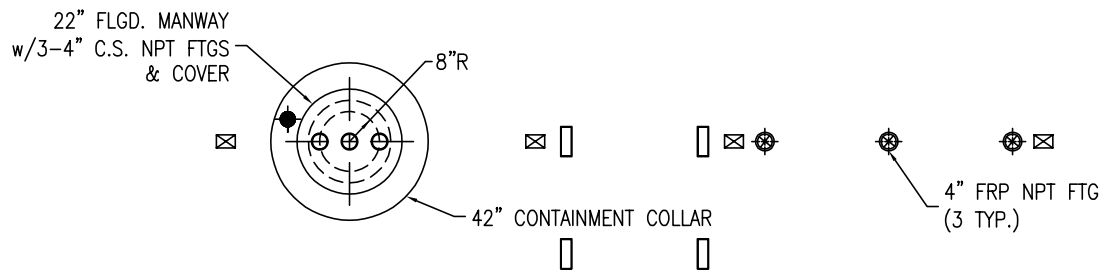
**667.5 Pay Items:**

Item 667000-002, "15,000 Gallon Tank and Accessories", Each

Item 667000-003, "6,000 Gallon Tank and Accessories", Each



REF# XD15SD147



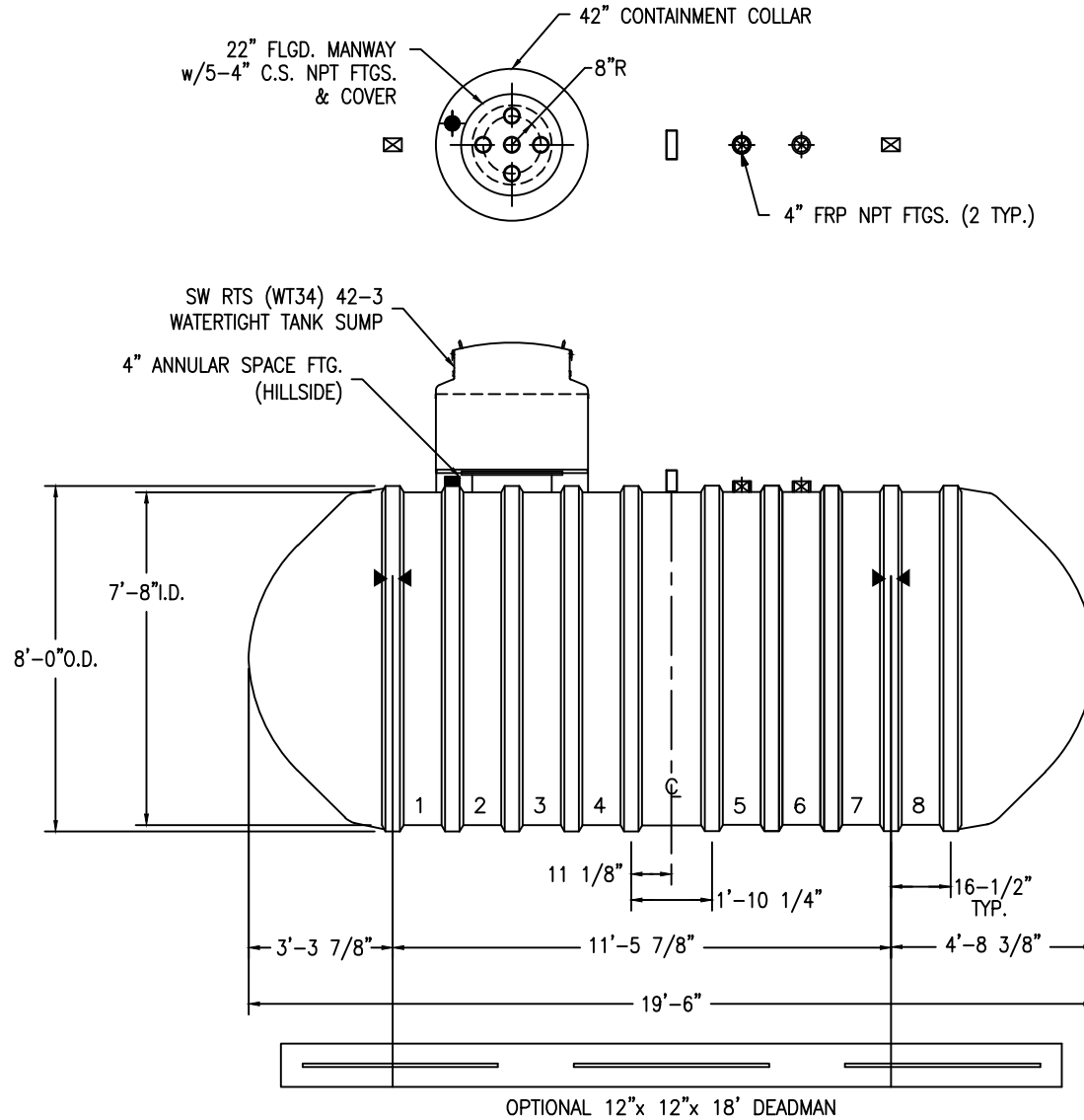
NOTES:

- ☒ HOLD DOWN STRAP CLIP
- ▶◀ HOLD DOWN STRAP LOCATION
- TYPE "13" LIFT LUG - SD
- TYPE "13" LIFT LUG - HD

Product Code: # XD15SD163	Active Date: 10/19/18
Order #: _____	Qty: _____
City: _____	State: _____
Delivery Date: _____	Rep: _____

CSI DWT6 (10')-15000		DATE: 10/19/18
CAP		DRAWN BY: R.OXNER
	CAPACITY: 15,104	REVISED:
	WEIGHT: DRY/WET 7700/10500	DWG NUMBER: 22694-006

SHELL CODES: 2-E8D05SD



**NOTES:**

- ☒ HOLD DOWN STRAP CLIP
- ▶◀ HOLD DOWN STRAP LOCATION
- TYPE "13" LIFT LUG - SD
- TYPE "13" LIFT LUG - HD

DWT-6 TYPE II (8')-6000		DATE:	11/17/20
CAP		DRAWN BY:	A.FLORES
Fiber Glass Systems		CAPACITY:	5,897
NOV Completion & Production Solutions		WEIGHT: DRY/WET	3300/4050
		REVISED:	
		DWG NUMBER:	24924-000

**Vendor:** \_\_\_\_\_

<b>Schedule of Items</b> Contract MFT-1-25 Morton Fuel Tanks					
<b>Morton Travel Plaza</b>					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
667000-002	15,000 Gallon Tank and Accessories	6	EA		
667000-003	6,000 Gallon Tank and Accessories	1	EA		
*Items include costs for all accessories and required materials as stated in the specification.					

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<b>Total Bid</b>	<b>Written Amount</b>	<b>Numerical Amount</b>
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\*All freight charges are to be included in cost of unit. FOB delivery to Morton Travel Plaza, Eskdale WV.

**BID SUBMISSION PAGE**

**Morton Fuel Tanks MFT-1-25**

**BID OPENING November 6<sup>th</sup>, 2024 @ 2PM**

**SUBMITTED BY:**

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

ADDRESS \_\_\_\_\_

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

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

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

SIGNATURE \_\_\_\_\_

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

([www.wvoasis.gov](http://www.wvoasis.gov))

STATE OF WEST VIRGINIA  
Purchasing Division  
**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_

2<sup>ND</sup> ADDENDUM TO MASTER SERVICE SUBSCRIPTION AGREEMENT

STATE AGENCY: WEST VIRGINIA PARKWAYS AUTHORITY

VENDOR:

COMMODITY:

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** – Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** – Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** – Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** – Any provision requiring the Agency to purchase insurance for Vendor’s property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** – Any provision for repossession 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:  
WEST VIRGINIA PARKWAYS AUTHORITY,  
an agency of the State of West Virginia

VENDOR

Company Name: \_\_\_\_\_

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

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

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

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

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

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

**CONTRACT**

**THIS AGREEMENT, made \_\_\_\_\_, 20\_\_\_, between the West Virginia Parkways Authority, a Corporation, hereinafter called "AUTHORITY" and \_\_\_\_\_, hereinafter called "CONTRACTOR".**

**WITNESSETH: WHEREAS "AUTHORITY" did by certain advertisement duly published and posted in accordance to law, invite proposals for the construction according to the plans and specifications of the "AUTHORITY", now on file in the office of the "AUTHORITY" the following project:**

PROJECT NAME: MFT-1-25 CONTRACT  
KANAWHA COUNTY, WEST VIRGINIA  
KNOWN AND DESIGNATED AS:  
CONTRACT NO.: MFT-1-25

**WHEREAS, pursuant to said advertisement, "CONTRACTOR" submitted a proposal and bid hereto attached for the construction of the above referenced project, according to said plans and specifications; and whereas, the contract for said project was duly awarded to Contractor, said "CONTRACTOR", being the lowest responsible bidder in said proposal, which proposal in the amount of**

\_\_\_\_\_  
*(written out),*

\_\_\_\_\_  
*(\$Figures)*

**is hereto attached and made a part hereof:**

- (1) NOW, THEREFORE, in consideration of the premises aforesaid, and the payments to be paid by "AUTHORITY" as set forth in said proposal "CONTRACTOR" agrees to furnish at his own cost and expense all the necessary materials, labor, tools, and equipment to build and complete said project in accordance with the plans, specifications and Special Provisions therefore on file in the office of the "AUTHORITY" which are hereby made a part of this contract.
- (2) "CONTRACTOR" AGREES he is fully informed as to all conditions affecting the work to be done, as well as to the labor and materials to be furnished for the completion of this contract, and that such information was secured by personal investigation and research and not wholly from the estimate of the engineer, and that he will make no claim against the said "AUTHORITY" by reason of estimates, tests, or representations heretofore made by an officer or agent of said "AUTHORITY."
- (3) THE WORK under this contract shall be performed in accordance with the true intent and meaning hereof and according to plans and specifications, without expense of any nature whatsoever to said "AUTHORITY", other than the consideration named in this contract.

The "AUTHORITY", however, reserves the right to make such additions, deductions, or changes as it deems necessary, making an allowance or deduction therefore at the prices named in the proposal for this work, and the contract shall in no way be invalidated for any loss of anticipated profits because of such change by reason of any variations between the estimated quantities and the quantities of the work done.

- (4) "CONTRACTOR" AGREES to conform to the laws of the State of West Virginia in reference to keeping the project open, and to all other legal requirements not mentioned herein, or specified; to keep all employees engaged on said work protected by the Worker's Compensation Fund in compliance with the Act of the Legislature of West Virginia, known as The Worker's Compensation Act, which is made a part hereof, and to save the 'AUTHORITY" harmless from all liability for damage to persons or property that may accrue during and by reason of the acts or negligence of the "CONTRACTOR", his agents, employees, or subcontractors, if there be such.
- (5) DELIVERY UNDER the above proposal and calculation of working time will begin with a Notice to Proceed, with delivery after July 1, 2025.

**IT IS AGREED that time is of the essence of this contract, and that "CONTRACTOR" will, in the event of failure to complete the contract within the time limit named, reimburse to the "AUTHORITY" an amount to be determined by said "AUTHORITY" as sufficient to cover fully any additional demonstrable costs incurred by the "AUTHORITY" because of such failure, including extra engineering costs, in addition to that specified in section 108.7 of the Standard Specifications.**

- (6) IT IS FURTHER AGREED if at any time during the prosecution of the work, the "AUTHORITY" shall determine that the work provided for is not being performed according to the contract, it may suspend the work under the contract, and thereupon complete it in compliance with the contract.
- (7) ON THE FAITHFUL PERFORMANCE of the work set forth in the contract and the acceptance of the "AUTHORITY", the "AUTHORITY" hereby agrees to pay the 'CONTRACTOR" the amount due and owing.
- (8) THE AUTHORITY SHALL, once in each month make an estimate of work done, and of material which has been actually put in place, in accordance with the terms and conditions of this contract, during the preceding month, and compute the value thereof as set forth in the contract. From the total of the amounts so ascertained, there shall be deducted an amount equivalent to two (2) percent (2%) of the whole to be retained by the "AUTHORITY" until after completion of the entire contract, and its acceptance.



- (9) IT IS FURTHER AGREED that so long as any lawful or proper directions concerning the work or material given by the "AUTHORITY" shall remain unaccomplished, the "CONTRACTOR" shall not be paid any estimate on account of work done or material furnished until such lawful or proper direction aforesaid has been fully and satisfactorily complied with.
- (10) "CONTRACTOR" AGREES that in the employment of labor, in the performance of this contract, no preference or discrimination among citizens of the United States shall be made.
- (11) IT IS UNDERSTOOD and agreed that the plans, specifications, and proposals, as well as the "Information for Bidders", a copy of which is hereto attached, are each made part of this contract, and each and every provision thereof not herein specifically set forth shall be considered as binding upon the parties hereto as though same were herein written.
- (12) CONTRACTOR SHALL NOT assign, transfer, convey, sublet, or otherwise dispose of this contract, or of his right, title or interest therein, or his power to execute such contract, to any other persons, company, or corporation, without the previous consent in writing of the "AUTHORITY."
- (13) A COPY of the bond given by the "CONTRACTOR" to secure proper compliance with the terms and provisions of this contract is hereto attached and made a part thereof.
- (14) WHEREVER the term "West Virginia Department of Highways" is used in any contract document, it means "West Virginia Parkways Authority."
- (15) THIS CONTRACT has been recommended by the Executive Director and in witness thereof, the "AUTHORITY" has caused its corporate name to be signed hereto by Jeffrey A. Miller, Executive Director, and its corporate seal affixed hereto, and "CONTRACTOR" has caused this contract to be properly executed as set forth below:

(SEAL)

*(Name of Corporation)*

ATTEST:

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name and Title of Officer Signing

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

**WEST VIRGINIA PARKWAYS  
AUTHORITY, a Corporation**

\_\_\_\_\_  
Executive Director  
Jeffrey A. Miller

GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the West Virginia Parkways Authority.
2. The Authority may accept or reject in part, or in whole, any proposal.
3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division and The Authority's purchasing rules.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required registration fee.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the West Virginia Code.
7. Vendor preference, if applicable, will be granted upon written request in accordance with the West Virginia Code.
8. Agencies of The State of West Virginia are exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Authority's Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the vendor.
10. The laws of the State of West Virginia and the Legislative Rules shall govern all rights and duties under the Contract, including without limitation the validity of this Contract.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
13. HIPAA Business Associate Addendum - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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INSTRUCTIONS TO BIDDERS

1. Use the RFP forms provided by the Authority.
  2. SPECIFICATIONS: Services offered must be in compliance with the provisions of the RFP. Any deviations must be clearly indicated by the proposer in the proposal. Alternates offered by the proposer as EQUAL to those specified in the RFP must be clearly defined. The Authority, because of the unique nature of the services to be provided under the RFP, may decide not to accept EQUAL services under the RFP. A proposed offering an alternate should attach complete specifications and literature to the proposal. The Purchasing Director may waive minor deviations to certain requirements.
  3. Complete all sections of the proposal form.
  4. Unit prices shall prevail in cases of discrepancy.
  5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
  6. PROPOSAL SUBMISSION: All quotations must be delivered by the proposer to the office listed prior to the date and time of the proposal opening. Failure to deliver the proposal on time will result in disqualifications.
- Rev. 12/28/16*

WV PARKWAYS AUTHORITY  
Purchasing Department