



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 5

[List View](#)

General Information Contact Default Values Discount Document Information Clarification Request

Procurement Folder: 1155543

Procurement Type: Central Master Agreement

Vendor ID: VS0000019932

Legal Name: GREENBRIER ENVIRONMENTAL GROUP INC

Alias/DBA:

Total Bid: \$0.00

Response Date: 01/27/2023

Response Time: 18:52

Responded By User ID: mfordGEG

First Name: Matthew

Last Name: Ford

Email: mford@greenbrierv.com

Phone: 304-646-7616

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2300000072

Published Date: 1/23/23

Close Date: 1/31/23

Close Time: 13:30

Status: Closed

Solicitation Description: ADDENDUM NO-3 Epoxy Liner Installation for Fuel Storage Tank

Total of Header Attachments: 5

Total of All Attachments: 5



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

State of West Virginia
Solicitation Response

Proc Folder: 1155543
Solicitation Description: ADDENDUM NO-3 Epoxy Liner Installation for Fuel Storage Tank
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2023-01-31 13:30	SR 0803 ESR01272300000003362	1

VENDOR
VS0000019932
GREENBRIER ENVIRONMENTAL GROUP INC

Solicitation Number: CRFQ 0803 DOT2300000072
Total Bid: 0
Response Date: 2023-01-27
Response Time: 18:52:00
Comments: The online bid sheet did not include all of the line items in the addendums. All of GEG's bid prices are included as an attachment. GEG has bid to cover the entire state using one set of bid rates.

FOR INFORMATION CONTACT THE BUYER
John W Estep
304-558-2566
john.w.estep@wv.gov

Vendor Signature X	FEIN#	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	AST Preparation and Inspection- 5,000 gal. tank	0.00000	EA	6670.000000	0.00

Comm Code	Manufacturer	Specification	Model #
72151303			

Commodity Line Comments:

Extended Description:

AST Preparation and Inspection- 5,000 gal. tank

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	AST Preparation and Inspection- 10,000 gal. tank	0.00000	EA	7090.000000	0.00

Comm Code	Manufacturer	Specification	Model #
72151303			

Commodity Line Comments:

Extended Description:

AST Preparation and Inspection- 10,000 gal. tank

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	AST Preparation and Inspection- 20,000 gal. tank	0.00000	EA	7740.000000	0.00

Comm Code	Manufacturer	Specification	Model #
72151303			

Commodity Line Comments:

Extended Description:

AST Preparation and Inspection- 20,000 gal. tank

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	AST Repair/Patching Work	0.00000	SF	275.000000	0.00

Comm Code	Manufacturer	Specification	Model #
24111808			

Commodity Line Comments:

Extended Description:

AST Repair/Patching Work

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Epoxy Liner Installation- 5000 gal. tank	0.00000	EA	6895.000000	0.00

Comm Code	Manufacturer	Specification	Model #
72154011			

Commodity Line Comments:

Extended Description:

Epoxy Liner Installation- 5000 gal. tank

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Epoxy Liner Installation- 10,000 gal. tank	0.00000	EA	7711.000000	0.00

Comm Code	Manufacturer	Specification	Model #
72154011			

Commodity Line Comments:

Extended Description:

Epoxy Liner Installation- 10,000 gal. tank

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Epoxy Liner Installation- 20,000 gal. tank	0.00000	EA	8401.000000	0.00

Comm Code	Manufacturer	Specification	Model #
72154011			

Commodity Line Comments:

Extended Description:

Epoxy Liner Installation- 20,000 gal. tank

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Epoxy Liner Surcharge- 5,000 gal. tank, per additional mil.	0.00000	EA	6895.000000	0.00

Comm Code	Manufacturer	Specification	Model #
72154011			

Commodity Line Comments: The unit price is based on an additional layer of epoxy coating. Each additional layer will cost the same as the initial layer and be applied at approximately the same manufacturers recommended thickness. It is important that the first coat be given time to cure prior to adding an additional layer of epoxy.

Extended Description:

Epoxy Liner Surcharge- 5,000 gal. tank, per additional mil.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Epoxy Liner Surcharge- 10,000 gal. tank, per additional mil.	0.00000	EA	7711.000000	0.00

Comm Code	Manufacturer	Specification	Model #
72154011			

Commodity Line Comments: The unit price is based on an additional layer of epoxy coating. Each additional layer will cost the same as the initial layer and be applied at approximately the same manufacturers recommended thickness. It is important that the first coat be given time to cure prior to adding an additional layer of epoxy.

Extended Description:

Epoxy Liner Surcharge- 10,000 gal. tank, per additional mil.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Epoxy Liner Surcharge- 20,000 gal. tank, per additional mil.	0.00000	EA	8401.000000	0.00

Comm Code	Manufacturer	Specification	Model #
72154011			

Commodity Line Comments: The unit price is based on an additional layer of epoxy coating. Each additional layer will cost the same as the initial layer and be applied at approximately the same manufacturers recommended thickness.
It is important that the first coat be given time to cure prior to adding an additional layer of epoxy.

Extended Description:

Epoxy Liner Surcharge- 20,000 gal. tank, per additional mil.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Certified Tank Test	0.00000	EA	1350.000000	0.00

Comm Code	Manufacturer	Specification	Model #
72154059			

Commodity Line Comments: Tank test and fit for service will be completed by an STI SP001 certified AST inspector.

Extended Description:

Certified Tank Test

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Replacement of all Stickers and Placards, per project	0.00000	EA	300.000000	0.00

Comm Code	Manufacturer	Specification	Model #
24111808			

Commodity Line Comments:

Extended Description:

Replacement of all Stickers and Placards, per project

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Recycling/Disposal EPA-Regulated, DOT Regulated Gasoline Liq	0.00000	DRUM	250.000000	0.00

Comm Code	Manufacturer	Specification	Model #
76122304			

Commodity Line Comments:

Extended Description:

Recycling/Disposal EPA-Regulated, DOT Regulated Gasoline Liq

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	Recycling/Disposal Non RCRA Regulated, Non DOT Regulated Dei	0.00000	DRUM	175.000000	0.00

Comm Code	Manufacturer	Specification	Model #
76122304			

Commodity Line Comments:

Extended Description:

Recycling/Disposal Non RCRA Regulated, Non DOT Regulated Dei

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	Haul of Waste Materials (one way, to the Recycling/Disposal	0.00000	MILE	2.000000	0.00

Comm Code	Manufacturer	Specification	Model #
76121900			

Commodity Line Comments: The recycling facility is located in Mount Vernon, Ohio.

Extended Description:

Haul of Waste Materials (one way, to the Recycling/Disposal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	Mobilization, First Mile	0.00000	MILE	3000.000000	0.00

Comm Code	Manufacturer	Specification	Model #
78121603			

Commodity Line Comments: Mobilization is included for Greenbrier Environmental Group, Woodford Oil Company, and Superior Services.

Extended Description:

Mobilization, First Mile

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	Mobilization, Each Additional Mile	0.00000	MILE	6.750000	0.00

Comm Code	Manufacturer	Specification	Model #
78121603			

Commodity Line Comments: Mileage is included for Greenbrier Environmental Group from Lewisburg, WV or Morgantown, WV, Woodford Oil Company from Ashland, KY or Elkins, WV, and Superior Services from Hendersonville, NC.

Extended Description:

Mobilization, Each Additional Mile

Epoxy Liner Installation for Fuel Storage Tanks
ATTACHMENT A PRICING PAGE (ATT A)

VENDOR INSTRUCTIONS:

Vendor shall complete Parts I, II and III below in their entirety. As described in section 4.1 of the Contract Specifications, Vendor must provide a bid price on all Contract Items, except for Contract Item 6 & 7, to be considered for award. Contract Items 6 & 7 are optional. It is mandatory that all other Contract Items be bid. Failure to submit the Pricing Pages with all required Contract Items bid, as per section 4.1 of the Contract Specifications, will result in the disqualification of the entire bid. If the vendor doesn't offer all required services listed, it is the vendors responsibility to price and subcontract and arrange for services themselves. All responsible qualifying vendors shall be awarded a contract. To determine the low bid Vendor for individual projects, the WVDOH will calculate the lowest overall total cost of the anticipated Contract Items, including mobilization, for individual projects.

PART I: VENDOR STORAGE LOCATION (Required):

Vendor Name: Greenbrier Environmental Group, Inc.
911 Address of Storage 292 Oak Carriage Drive, Lewisburg, WV 24901
Site Location(s): 292 Oak Carriage Drive, Lewisburg, WV 24901

PART II: WVDOH DISTRICTS SERVED BY STORAGE LOCATIONS LISTED ABOVE (Required). Mark all Districts in which Vendor is willing to accept work, and for which bid prices apply. If prices vary from District to District, submit separate pricing pages for each district with separate pricing.

<input checked="" type="checkbox"/>	STATEWIDE (Mark only if Vendor's Services are Available to all Districts Statewide)
<input type="checkbox"/>	District 1: Boone, Clay, Kanawha, Mason and Putnam counties
<input type="checkbox"/>	District 2: Cabell, Lincoln, Logan, Mingo and Wayne counties
<input type="checkbox"/>	District 3: Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt and Wood counties
<input type="checkbox"/>	District 4: Doddridge, Harrison, Marion, Monongalia, Preston and Taylor counties
<input type="checkbox"/>	District 5: Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral and Morgan counties
<input type="checkbox"/>	District 6: Brooke, Hancock, Marshall, Ohio, Tyler and Wetzel counties
<input type="checkbox"/>	District 7: Barbour, Braxton, Gilmer, Lewis, Upshur and Webster counties
<input type="checkbox"/>	District 8: Pendleton, Pocahontas, Randolph and Tucker counties
<input type="checkbox"/>	District 9: Fayette, Greenbrier, Monroe, Nicholas and Summers counties
<input type="checkbox"/>	District 10: McDowell, Mercer, Raleigh and Wyoming counties

PART III: ENTER BID PRICE PER UNIT OF MEASURE FOR ALL CONTRACT ITEMS (Required).

Contract Item #	Estimated Qty	Contract Item Description	Unit of Measure	Bid Price
1	7	AST Preparation and Inspection- 5,000 gal. tank	Each	\$6,670.00
2	7	AST Preparation and Inspection- 10,000 gal. tank	Each	\$7,090.00
3	7	AST Preparation and Inspection- 20,000 gal. tank	Each	\$7,740.00
4	21	Fuel Relocation for Reuse, First Mile	Lump Sum	\$862.50
5	*N/A	Fuel Relocation for Reuse, Each Additional Mile	Mile	\$4.60
6	*N/A	Temporary Fuel Storage, First Gallon	Each	\$1,862.50
7	*N/A	Temporary Fuel Storage, Each Additional Gallon	Gallon	\$1.50
8	5	AST Repair/Patching Work	Sq Ft	\$275.00
9	7	Epoxy Liner Installation- 5000 gal. tank	Each	\$6,895.00
10	7	Epoxy Liner Installation- 10,000 gal. tank	Each	\$7,711.00
11	7	Epoxy Liner Installation- 20,000 gal. tank	Each	\$8,401.00
12	120	Epoxy Liner Surcharge- 5,000 gal. tank, per each additional mil.	Each	\$6,895.00
13	120	Epoxy Liner Surcharge- 10,000 gal. tank, per each additional mil.	Each	\$7,711.00
14	120	Epoxy Liner Surcharge- 20,000 gal. tank, per each additional mil.	Each	\$8,401.00
15	21	Certified Tank Test	Each	\$1,350.00
16	7	Replacement of all Stickers and Placards, per project	Each	\$300.00
17	25	Recycling/Disposal EPA-Regulated, DOT Regulated Gasoline Liquid Waste	Drum	\$250.00
18	50	Recycling/Disposal Non RCRA Regulated, Non DOT Regulated Deisel Fuel Liquid Waste	Drum	\$175.00
19	*N/A	Haul of Waste Materials (one way, to the Recycling/Disposal site)	Mile	\$2.00
20	21	Mobilization, First Mile	Lump Sum	\$3,000.00
21	*N/A	Mobilization, Each Additional Mile	Mile	\$6.75
22	*N/A	Demurrage	15 Minutes	\$50.00

*See note

*Estimated quantites represents the approximate volume of anticipated purchases only. It is not possible to provide an estimated quantity for Contract Items marked "N/A" above. No future use of the Contract or any individual item is guaranteed or implied.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT2300000072

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Greenbrier Environmental Group, Inc.

Company



Authorized Signature

1/27/2023

Date

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



November 2, 2021

West Virginia Department of Transportation
Division of Highways
190 Dry Branch Drive
Charleston, WV 25306

Attention: Amber Mellinger
Materials Control, Soil and Testing Division

Subject: **Epoxy Coating Report**
10,000-Gallon Capacity AST
WVDEP AST Registration Number: 054-00000631
Wood County Headquarters
Parkersburg, Wood County, District Three
Environmental Request ENV-1596

Dear Ms. Mellinger:

On behalf of Greenbrier Environmental Group, Inc. (GEG), I am pleased to submit this report to document the aboveground storage tank (AST) services completed at the above referenced West Virginia Department of Transportation, Division of Highways (WVDOH) facility.

AST Cleaning

Residual diesel and gasoline were removed from the AST compartment on September 27, 2021 by Woodford Oil Company. Waste disposal manifests associated with disposal of the residual product is provided as **Attachment I – Waste Manifests**.

Following removal of the residual product from each compartment, the compartments were pressure washed.

AST Repairs and Epoxy Coating

On September 29, 2021, Superior Services personnel confirmed that no liquid product or sludge was present in the compartments. Superior Services completed the following tasks:

- Inspected of each 5,000-gallon capacity compartment; and,
- Applied epoxy resin to the bottom of each AST compartment.

292 Oak Carriage Drive, Lewisburg, West Virginia 24901
917 Canyon Road, Morgantown, West Virginia 26508

Refer to **Attachment II – Superior Services Report** for a report detailing the work performed by Superior Services. Photo documentation of the repairs and lining is provided as **Attachment III – Photo Documentation**.

Following completion of the epoxy coating, Superior Services placed vacuum on the interstice to ensure the tank was holding vacuum. Vacuum measuring five inches of mercury was placed on the interstice and the vacuum held for one hour with no loss. Superior Services did not complete metal thickness testing. Refer to **Attachment IV – Fit for Service** for a copy of the Fit for Service document for the subject AST.

Please contact me directly at (304) 646-7616 with any questions regarding the AST epoxy coating.

Sincerely,

Greenbrier Environmental Group, Inc.



Matthew A. Ford, LRS

President

Enclosures

ATTACHMENT I

WASTE MANIFESTS



Please print or type.

Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number WVD082576753	2. Page 1 of 1	3. Emergency Response Phone 877-736-7309	4. Manifest Tracking Number 021987075 JJK	
5. Generator's Name and Mailing Address WEST VIRGINIA DIVISION OF HIGHWAYS 190 Dry Branch Road Charleston, WV 25306 Generator's Phone: 304-446-6808			Generator's Site Address (if different than mailing address) WVDOH Wood County Headquarters 805 Luback Avenue Parkersburg, WV 26101			
6. Transporter 1 Company Name ECO-FIRST, Inc. - Lesage, WV			U.S. EPA ID Number WVR000501304			
7. Transporter 2 Company Name			U.S. EPA ID Number			
8. Designated Facility Name and Site Address Capital City Oil, Inc. 375 Columbus Road Mount Vernon, OH 43050 Facility's Phone: 800-204-0883			U.S. EPA ID Number OHD081000820			
GENERATOR	9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers No. Type		11. Total Quantity	12. Unit Wt./Vol.
	X	1. UN 1003, (RG), WASTE FLAMMABLE LIQUIDS, N.O.S., (Gasoline), 3, PG. II, (ERG. #128), (D001) N.M.	001	DM	50	G
		2.				
		3.				
		4.				
13. Waste Codes 001 001 12-41						
14. Special Handling Instructions and Additional Information						
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.						
Generator's/Offor's Printed/Typed Name Michael M. Ryke, agent for generator			Signature <i>Michael M. Ryke</i>		Month 10	Day 5
					Year 202	
INT'L	16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____					
	17. Transporter Acknowledgment of Receipt of Materials					
TRANSPORTER	Transporter 1 Printed/Typed Name Dennis L. Tombs, ECO-FIRST, Inc.			Signature <i>Dennis L. Tombs</i>		Month 10
						Day 5
Transporter 2 Printed/Typed Name			Signature		Year 202	
DESIGNATED FACILITY	18. Discrepancy					
	18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection Material is an off-spec. commercial product destined for used oil recycling. It is exempt from RCRA regulation. Waste codes should read, "None." 10-08-21					
	Manifest Reference Number: NM					
	18b. Alternate Facility (or Generator)			U.S. EPA ID Number		
	Facility's Phone:					
18c. Signature of Alternate Facility (or Generator)					Month 10	
					Day 5	
					Year 202	
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)						
1.		2.		3.		4.
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a						
Printed/Typed Name NATE MASON			Signature <i>Nate Mason</i>		Month 10	Day 08
					Year 21	

ATTACHMENT II

SUPERIOR SERVICES REPORT





Superior Services
P.O. Box 982
Hendersonville, NC 28793
Tel: (828) 698-6286
Fax: (828) 698-6294
www.superiorservices.us

September 29, 2021

Matt Ford
Greenbrier Environmental Group, Inc.
292 Oak Carriage Drive
Lewisburg, WV 24901

West Virginia DOH
Wood County Headquarters
905 Lubeck Avenue
Parkersburg, WV 26101

RE: Tank ED No. 729-342

EXISTING: 10,000 Gallon Steel (AST) D/W (Divided) 5000 Gas/5000 Diesel
MANUFACTURER: Stanwade Tanks, Hartford, Ohio, 44424
TANK SERIAL No: FS002413
UL No: A73842

On Wednesday September 29, 2021 Superior Services arrived at WVDOH-Wood County Headquarters in Parkersburg, West Virginia at 08:00 am to conduct an internal inspection and application of epoxy resin inside the tanks described above.

Shawn Six, Environmental Compliance Coordinator WVDOH and Amber Mellinger WVDOH were present at the facility location.

The tank as described above is a two-compartment tank. One compartment stores Gasoline and the other stores Diesel.

Both compartments were cleaned by Woodford Oil on Tuesday September 27, 2021.

Superior Service personnel confirmed that both compartments were free of liquid prior to entering.

A measurement of the interstice revealed 3.5 inches of liquid was present inside the interstitial monitoring pipe.

Superior Service personnel vacuumed 4 gallons of water/diesel mixture liquid from the interstice.

(DIESEL COMPARTMENT)

Superior Service personnel entered the Diesel Compartment and ground the floor to a clean metal finish and washed it down with Acetone to remove all petroleum stains and debris from the interior surfaces. The tank was vacuumed dry, and all interior vapors removed.

A visual inspection revealed that the ceiling, sidewalls, end caps, bulkhead were in excellent condition. There were no perforations or deformations observed.

The tank floor was in fair condition but contained circular shaped pitting and corrosion pin holes present throughout the center of the floor.

Metal thickness readings were taken inside the Diesel Compartment. The tank is manufactured From ¼ inch steel or .250 in decimal form.

The metal thickness readings taken in the floor revealed the floor has an average metal thickness of .246. The sidewall metal thickness average is .249. The end cap and bulkhead each had a metal thickness reading of .250 and the ceiling had a metal thickness reading of .249.

It is obvious that the tank has not suffered any metal thickness loss, however the pin holes located in the floor were allowing diesel liquid to leave the primary tank and leak down into the interstitial space.

Superior Service personnel applied Wolverine Chemshield 1185-030 (60 mils) Clear Coat Epoxy Resin to the floor of the Diesel Compartment from 5-7 o'clock and applied a roll of fiberglass mat on top of the clear coat epoxy resin sealing it to the floor to close the pin holes that were identified.

Superior Services the top coated the clear epoxy and fiberglass mat with (100 mils) of Wolverine Chemshield 1185-030 Epoxy Resin (Blue in color). The final area of coverage was 4-8 o'clock.

GASOLINE COMPARTMENT

Superior Service personnel entered the Gasoline Compartment and ground the floor to a clean metal finish and washed it down with Acetone to remove all petroleum stains and debris from the interior surfaces. The tank was vacuumed dry, and all interior vapors removed.

A visual inspection revealed that the ceiling, sidewalls, end caps, bulkhead were in excellent condition. There were no perforations or deformations observed.

The tank floor was in good condition and only one area of circular shaped pitting was present. No breaches were located inside the gasoline compartment/floor.

Metal thickness readings were taken inside the Gasoline Compartment.

The metal thickness readings taken in the floor revealed the floor has an average metal thickness of .249. The sidewall metal thickness average is .249. The end cap and bulkhead each had a metal thickness reading of .250 and the ceiling had a metal thickness reading of .249.

The readings confirm the tank has not suffered any metal thickness loss.

Superior Service personnel applied 100 mils of Wolverine Chemshield 1185-030 (Blue) from 4-8 o'clock to the floor of the gasoline compartment.

At the conclusion of the epoxy resin application, Superior Service personnel installed new gaskets on both manway flanges and closed each compartment by bolting the manway lids back into place.

Superior Service personnel sealed the fire vents temporarily so a vacuum test could be conducted on the tank interstice. Superior Service installed a testing device inside the interstitial monitoring pipe and pulled 8 In.Hg vacuum. The vacuum remained on the interstice from 2:57 pm until 4:00 pm with no loss.

The vacuum was released, and the interstice was checked for the presence of liquid and none was found to be present.

The interstice passed and confirmed to hold vacuum and be dry.

The tank is suitable to return to service and product can be stored in each compartment at anytime on Friday October 1, 2021.

Thomas L. Farmer

Manager- Tank Services Division

Superior Services

ATTACHMENT III

PHOTO DOCUMENTATION

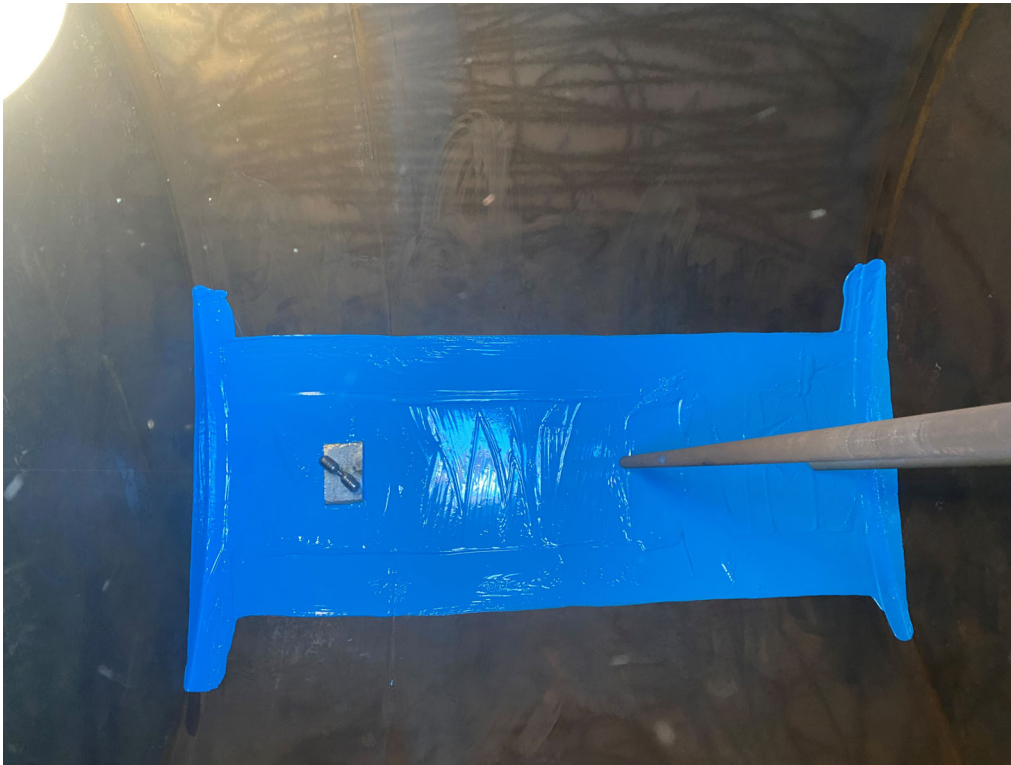




Diesel compartment after cleaning by Woodford Oil Company



Gasoline compartment after cleaning by Woodford Oil Company



View of diesel compartment after epoxy coating.



View of the gasoline compartment after application of epoxy coating by Superior Services

ATTACHMENT IV

FIT FOR SERVICE





ANNUAL INSPECTION CERTIFICATION
Aboveground Storage Tank
Is Fit for Service

AST Facility Name	WVDOH Wood County Headquarters
Address	905 Lubeck Avenue
City, State, Zip	Parkersburg, West Virginia 26101
Tank Owner Name	WV Department of Transportation, Division of Highways (WVDOH)
Telephone Number	304-558-8931
Email Address	Laura.A.Conley-Rinehart@wv.gov; Raymond.J.Scites@wv.gov
Certifying Individual	Matthew Ford
Address	292 Oak Carriage Drive
City, State, Zip	Lewisburg, West Virginia 24901
Telephone Number	304-520-4260
Email Address	mford@greenbrierenv.com
Facility's/Owner's Tank ID	729-408
DEP Issued Tank Label	054-00000631
DEP Determined Tank Level	Level I Tank <input type="checkbox"/> Level II Tank <input type="checkbox"/>

☒ I am a qualified individual as described in WV CSR 47-63-5.2 and I have performed a tank evaluation on the above AST system. I certify the tank system meets applicable standards established by WV CSR 47-63.

☐ I am the tank owner, operator, or qualified representative of the tank owner or operator, and have performed a tank evaluation on the above AST system. I certify there is no obvious change to the tank system that would cause this tank to become not-fit for service since it was certified by a PE, API or STI inspector on _____ (date). This certification meets the requirements set in WV CSR 47-63-5.2.b.3 to certify annual inspections in intervening years between the evaluations required by a PE, API or STI inspector.

In accordance with the WV CSR 47-63-5.2, I have documented all deficiencies and/or changes in the tank system found during the inspection, in writing, and provided my recommendations, including a proposed schedule, for abating the deficiencies and submitted them with this form.

I certify that I have personally examined and/or am familiar with the inspection performed on the AST system listed above, including its associated equipment, leak detection system and secondary containment structure, and that based on my direct knowledge that the AST listed above is **Fit for Service**.

Signature of Certifying Individual

11/2/2021

Date Signed

P.E. Registration #, STI Certification # or
Certification # (if applicable)

AST 990428

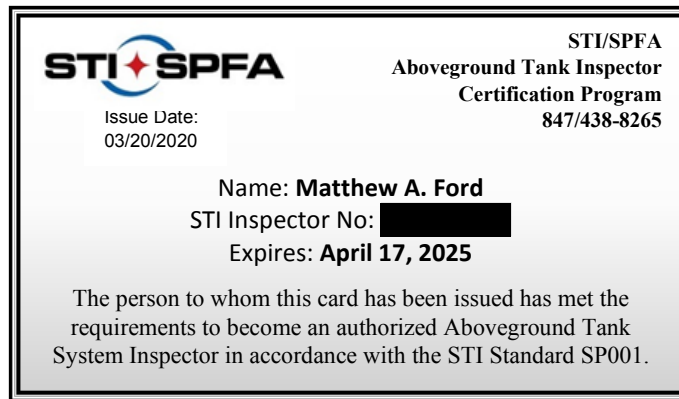
Registration/Certification Expiration Date API
(if applicable)

Dear Mr. Ford:

Congratulations on passing STI AST Online Recertification course. Below is your STI AST Inspector identification card and certificate. We suggest that you print this page and:

- Cut out and laminate the ID card
- Frame the certificate

If you have any questions about this or any field related inspection, please feel free to call Joseph Mentzer, STI Project Engineer, at (847) 550-3832.



REQUEST FOR QUOTATION
Epoxy Liner Installation for Fuel Storage Tanks

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end contract for Epoxy Liner Installation for Fuel Storage Tanks, to include all materials, equipment, delivery, labor, and waste material disposal by the Vendor. Vendor will prepare for and install epoxy lining in WVDOH fuel storage tanks throughout the state of West Virginia.
2. **DEFINITIONS:** The terms listed below shall have the following meanings assigned to them throughout and for the purpose of this Solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1 **“Aboveground Storage Tanks”, “AST” and “Fuel Tanks”** –terms used interchangeably for a system consisting of a double-walled, aboveground steel storage tank, and the piping and ancillary equipment.
 - 2.2 **“ADO” and “Agency “Delivery Order”** - A written order entered by WVDOH personnel in the wvOASIS financial system against a master agreement, authorizing quantities of commodities and/or services to be delivered in accordance with all terms, conditions, and prices stipulated in the original contract.
 - 2.3 **“Arm’s Length Transaction”** – means a transaction between two independent and unrelated parties in which both parties are acting in their own self-interest.
 - 2.4 **“ASTM”** means the international standards organization that develops and publishes voluntary consensus technical standards for a wide range of materials, products, systems, and services (formerly known as American Society for Testing and Materials). www.astm.org.
 - 2.5 **“Contract Item(s)”** – Contract Items are identified in Section 3 of this Solicitation.
 - 2.6 **“Contractor” or “Vendor”** - interchangeably used throughout this Solicitation and in any cited Sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as amended, including any Supplementals and refers to any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract, as context requires.
 - 2.7 **“Emergency Work”**- means work which is required to be done without delay owing to circumstances for which the WVDOH could not have reasonably expected and has been designated as such by a representative of the WVDOH.

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- 2.8 “Liquidated Damages”** - monetary compensation due from the Vendor in the event the Vendor’s performance falls short of contractual stipulation or breaches the contract. Delays in the delivery of goods and/or services or quality failures or corrections by the Vendor may result in the Agency assessing charges for such deficiencies per these contract Specifications, the Standard Specs Section 108.7, as amended.
- 2.9 “NFPA”** means the National Fire Protection Association: www.nfpa.org.
- 2.10 “OSHA”** – Occupational Safety and Health Administration: www.osha.gov.
- 2.11 “Pricing Pages”** - means the pages, contained in wvOASIS, or attached hereto as **Attachment A (ATT A) “Pricing Pages”**, upon which Vendor should list its proposed price for the Contract Services and will be used to evaluate the solicitation responses.
- 2.12 “Solicitation”** – means the official notice of an opportunity to supply the State with goods and/or services that is published by the West Virginia Division of Highways.
- 2.13 “Standard Specs”** – used throughout this solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified or amended by all subsequent Supplemental Specifications.
- 2.14 “Waste” or “Waste Material”** – any liquid or sludge housed within the Aboveground Storage Tank, any waste that results from the pressure washing or cleaning of the tank, and any other material that is subject to special handling of containers or leftover materials.
- 2.15 “WVDOH” or “Agency”**–means the West Virginia Division of Highways.

3. GENERAL REQUIREMENTS:

- 3.1 Standard Specifications Roads and Bridges:** The following Standard Specs Sections shall apply, as applicable, to the administration of this contract: 101, 102, 103, 104, 105, 106, 107, 108, 109, and 110, as amended.

A free electronic copy of the Standard Specs and Supplementals may be obtained at:

<https://transportation.wv.gov/highways/TechnicalSupport/specifications/Pages/default.aspx>.

Hard copies of these publications may be purchased from Technical Support

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Division, by completing the Specification Order Form provided within the website.

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

All equipment, materials, incidentals, permits, and labor necessary to prepare and install the epoxy fuel tank liners shall be the responsibility of the Vendor, as shall be the disposal of any resulting waste from the tanks or the cleaning or lining process.

3.2.1 WVDOT Fuel Storage Tanks are continuous interstitial monitoring tanks comprised of steel. Tanks requiring lining services through this contract are all aboveground storage tanks and are double walled. WVDOT fuel tanks may have single or multiple compartments, with each compartment having a steel bulkhead, and each bulkhead being separated by a small interstitial space.

3.2.1.1 Environmental remediation needed due to tank leaks that have caused external contamination are outside of the scope of this contract.

3.2.1.2 WVDOT fuel storage tanks vary in age, and as such, the agency cannot guarantee OSHA-approved access or OSHA-approved tie-off points will be available at every project site. The vendor will be responsible for ensuring their own safe access into each fuel tank.

3.2.2 Vendor Requirements: Person performing tank inspection and certified test for aboveground storage tanks and their associated secondary containment structures must meet at least one of the following minimum standards:

- Professional engineer licensed by the State Board of Registration for Professional Engineers, or
- Appropriate training/certification for the individual project from the American Petroleum Institute (API) to perform tank inspections, or
- Appropriate training/certification for the individual project from the Steel Tank Institute (STI) to perform tank inspections

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Vendor's personnel entering tank must have received Confined Space Entry training and be OSHA Confined Space Certified.

Vendor must provide evidence of at least one (1) of the tank inspection qualifications listed above within this section AND must provide copies of their personnel's OSHA Confined Space Certificates prior to contract award.

3.2.3 Preparation and Inspection, Contract Items 1 through 7:

Vendor shall empty the fuel tank, removing residual fuel and sludge from within the tank. It is WVDOT's intention that fuel tanks should be low on fuel at the time of scheduled work, if possible. It shall be at WVDOT's discretion whether the fuel within the tanks will be stored by the vendor or transferred to another WVDOT location's fuel storage tank.

3.2.3.1 Fuel Relocation for Reuse: If fuel relocation for reuse is requested by the WVDOT, upon emptying the fuel storage tank the vendor shall filter and transport reusable fuel to another WVDOT fuel storage tank designated by WVDOT. Return mileage will not be paid.

3.2.3.1.1 Fuel Relocation for Reuse, First Mile, Contract Item 4: Vendor shall calculate costs associated with the use of the truck, extraction and loading of the fuel, filtering of the fuel, and unloading of the fuel at the destination fuel tank, into their bid price for Contract Item 4. These expenses are expected regardless of the distance the fuel is being transported.

3.2.3.1.2 Fuel Relocation for Reuse, Each Additional Mile, Contract Item 5: These are expenses that are comprised of factors that vary with the distance the vendor is transporting the fuel, such as fuel expenses, wear and tear, and other overhead expenses. Vendor will be compensated once per relocation for the first mile, as per Contract Item 4, and will then be compensated for each additional mile of transportation as per Contract Item 5.

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3.2.3.2 Temporary Fuel Storage: Vendors with the ability to provide a temporary fuel storage tank should provide a bid price for temporary fuel storage. As per section 4.1 of these Specifications, bidding this Contract Item is optional; bidding all other Contract Items is mandatory. If a temporary fuel storage is requested by the WVDOH, the vendor shall first filter and then store fuel on the WVDOH project site. Tank should be secured by lock and key, or by other preapproved WVDOH method, and fuel should be available for WVDOH use, if possible. The Vendor shall ensure that temporary fuel storage tanks follow all Federal and State laws and regulations.

3.2.3.2.1 Temporary Fuel Storage, First Gallon, Contract Item 6: Vendor shall bid as a lump sum price to filter, load, store, and unload fuel, regardless of the number of gallons to be stored. The Vendor should calculate into their bid for this Contract Item all costs associated with providing a fuel storage tank, permits, delivery expenses, the equipment and crews needed for the set up and take down of the tank, the extraction of the fuel from the WVDOH fuel storage tank, filtering of the fuel, and unloading of the fuel at the temporary storage tank, and the reloading the WVDOH fuel storage tank upon project completion. These expenses are expected regardless of the amount of fuel stored.

3.2.3.2.2 Temporary Fuel Storage, Each Additional Gallon, Contract Item 7: Vendor shall bid as a price to store WVDOH fuel for future reuse, per each gallon stored. This amount will be charged for in addition to Contract Item 6.

3.2.3.3 Liquids and sludge not suitable for WVDOH reuse will be taken off-site for disposal by the Vendor following all state and federal regulations. Vendor will then clean the interior of the tanks. Liquids produced because of cleaning/pressure washing the AST compartments shall

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be contained in Department of Transportation approved 55-gallon drums, provided by the Vendor, for off-site disposal by the Vendor as described in **Section 3.3.6** and must have appropriate labeling.

3.2.3.4 Vendor shall temporarily install a Venturi air horn, or similar air moving device, to purge each compartment with compressed air removing all remaining toxic vapors. Vendor shall measure the interstitial monitoring pipe upon arrival to confirm how much product, if any, is present. If product is found, Vendor shall remove remaining product.

3.2.3.5 In addition to any legal requirements, Vendor shall adhere to the NFPA 326 Standard for the Safeguarding of Tanks and Containers for Entry, Cleaning, or Repair. Vendor shall check each compartment with a 4 gas LEL meter to confirm that each compartment is safe for confined space entry. Vendor shall visually inspect the interior of each compartment, including the bulkhead, and prepare the interior floor. Steel surfaces shall be abrasive blasted to SSPC SP-5, or NACE #1 "white metal" finish with a minimum 3.5 mil surface profile. Vendor shall wash the bulkhead and floor of each compartment with Acetone to remove any petroleum stains or residue.

3.2.4 AST Repairs or Patching, Contract Item 8: Due to the nature of this work, it is unlikely WVDOT will know the extent of the need for repairs prior to the tank's preparation and inspection. If, upon inspection, the Vendor deems that repairs are needed to the tank, beyond the installation of additional mils of epoxy liner which are provided for in Section 3.3.5.2, the Vendor and WVDOT shall work together to determine and agree upon the quantity of repair AST Repair/Patching Work to be invoiced. Upon agreement, the Vendor shall make the necessary repairs prior to installation of the Epoxy Liner. This work may include, but is not limited to, repairing breaches in the tank and bulkhead by welding carbon steel inserted into the tank and fabricated to seal all breaches.

3.2.5 Epoxy Liner Installation, Contract Items 9 through 11: Prior to overcoating, all surfaces must be clean, dry, undamaged, and free of dust, dirt, oil or any other foreign matter and/or contaminants. All repairs, if any, must be made prior to installation of the epoxy lining. Internal tank floor should have

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Ultrasonic Thickness Test from eight o'clock (8:00) to four o'clock (4:00) before lining of the floor. Floors in each compartment shall be epoxy lined from the four o'clock (4:00) to the eight o'clock (8:00) positions.

3.2.5.1 Epoxy Liner Material: Epoxy Material will be applied in two (2) Coats. The first coat may consist of either of the following: Wolverine ChemShield 1101 or 1185 epoxy liner. The second coat must consist of Wolverine ChemShield 1185. WVDOH will consider and evaluate proposed "equal to" epoxy liner products in lieu of Wolverine ChemShield Products, however, "equal to" products bid must be a thick-film, must be flexible, must be 100% solids reinforced, and must be epoxy-based internal lining designed for corrosion control, restoration, and leak prevention of petroleum storage tank bottoms. "Equal to" epoxy resin must be compatible with diesel, gasoline, and ethanol blended fuels. **Vendor bidding an "equal to" product must supply a written summary with their bid stating how the proposed product is equal to Wolverine ChemShield products in application and performance and must provide the Technical Data Sheet and Safety Data Sheet for the proposed "equal to" product bid. "Equal to" product must have minimum flexibility of 55, using the ASTM D638 testing method for evaluation. Determining whether a product is an acceptable "equal to" product is the sole discretion of WVDOH.**

For equivalency evaluation for an "equal to" product bid, the West Virginia Purchasing Division may request a sample of the "equal to" product for further WVDOH testing and/or product evaluation. Such requests must be fulfilled by the Vendor within 10 calendar days of the request being made, and products shall be provided at the Vendors expense. **Failing to provide products for testing or additional information if requested within 10 calendar days of the initial request will result in the disqualification of the entire bid.**

3.2.5.2 Epoxy Application: A total of 60-80 mils of dry film thickness coating shall be applied, in two (2) 30-40 mil coat applications. If the deteriorated condition of the tank warrants a dry film thickness of 81mils or greater, the **Epoxy Liner Surcharge, Contract Items 12 through 14**, may be assessed to compensate the vendor for the mils which exceed the standard 60-80mil application thickness.

3.2.5.3 Vendor shall prepare and apply Epoxy Liner Material observing all manufacturer safety, preparation, and application instructions. Any

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work requiring remediation due to Vendor's failure to follow the manufacturer's instructions and application recommendations shall be removed and replaced at the Vendors own expense.

3.2.5.4 Certified Tank Test, Contract Item 15: After the floor of both compartments are covered with epoxy resin, Vendor shall place a vacuum on the interstice to confirm tank integrity and complete a Certified Tank Test. Vendor shall issue a report confirming the integrity of the tank and its suitability for use to the WVDOH upon project completion. Any costs associated with any materials or equipment, as well as the report, shall be built into the tank test expense.

3.2.5.5 New stickers and placards should be installed on the tank with each Epoxy Liner Installation performed, if replacement is needed.

3.2.5.6 After tank is repaired and all testing is completed, the tank shall be returned to service 72 hours after all required work and testing is completed.

3.2.6 Disposal/Recycling of Waste Materials, Contract Items 17 through 19: Vendor shall abide by all Local, State and Federal Codes during the emptying of storage tanks and for the handling, transporting, hauling and disposal of waste materials such as fuel, sludge, contaminated liquids, etc. which require special handling. Hazardous liquids that must be stored temporarily on the WVDOH job site prior to removal shall be contained in Department of Transportation approved 55-gallon drums, for off-site disposal by the Vendor, and must be identified with appropriate labeling. WVDOH will allow for transportation costs of hazardous materials one way only to the recycling or disposal site.

To the greatest extend possible, fuel materials should be recycled.

The appropriate and legal handling and disposal of waste is solely the responsibility of the Vendor. Failing to remove waste from the WVDOH project site within 48 hours of the project's completion shall result in liquidated damages being assessed, as per Section 7.5.1, and any expenses related to such disposal will be deducted from the vendor's invoice. Furthermore, failing to remove waste from WVDOH property may result in the cancellation of the contract.

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3.2.7 Mobilization

3.2.7.1 Mobilization, First Mile, Contract Item 20 is a lump sum amount intended to compensate the Vendor for the time and resources required to mobilize all necessary equipment, materials and crew members to the WVDOH project site from the Vendors storage location and will only be paid once per project, as the first mile. No separate per diems or travel-related expenses shall be invoiced by the Vendor.

3.2.7.2 Mobilization, Each Additional Mile, Contract Item 21, is intended to compensate Vendor for expenses that compound with each mile the vendor must travels to mobilize, such as fuel, wear and tear, and other overhead related to distance traveled, and is to be charged in addition to Contract Item 20.

3.2.7.3 Mobilization is only charged one way, from the Vendors storage location as indicated on the Pricing Pages, Attachment A (ATT A), to the project site. Return mobilization will not be paid. Mobilization shall be calculated using the following method, or by a similar method calculated by the WVDOH at the time of Delivery Order:

Both in-state and out-of-state delivery route mileage will be calculated by the WVDOH, using the shortest route, by utilizing "Google Earth" or a similar source for routing from the Vendor's plant location to the WVDOH mid-point of the project location.

3.2.8 Regulations and Safety

3.2.8.1 It is the Vendors sole responsibility to secure all permits relating to the work under this contract. Vendor shall build in expenses related to obtaining permits and anticipated permit fees into their bid price for the Contract Items requiring the permit(s).

3.2.8.2 Vendors personnel on site shall have a rescue plan and emergency equipment in place on site in the event that a confined space rescue becomes necessary.

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- 3.2.8.3** In carrying out the work of this contract, the Vendor agrees to comply with all Federal, State and Local laws and ordinances applicable to the work. If the Vendor subcontracts any portion of the work contained herein to another party, the Vendor shall be responsible for ensuring that all subcontractors comply with all Federal, State and Local laws and ordinances applicable to the WVDOH work, as well as all requirements of this contract. Because of the dangerous nature of the work and materials, failure to adhere to Federal, State and Local laws and ordinances will result in the immediate termination of this contract in addition to being subject to further penalties from regulating bodies.
- 3.2.8.4** The Vendor shall carefully read and be familiar with the Safety Data Sheet (SDS) prior to use for all chemicals and materials used in the execution of this contract. Safety precautions in the Safety Data Sheet shall be followed during the storage, handling, and use of any hazardous material, including wearing the recommended personal protection equipment. Improper use and handling of fuel tank contents or epoxy lining materials can be hazardous to personal safety, as well as the safety of WVDOH forces and the public, and can cause fire or explosion. Vendor is responsible for any injuries, damages and costs incurred as a result of improper handling or misuse of materials.
- 3.2.8.5** In addition to the Vendor's established safety protocols and the WVDOH's established safety protocols outline in the Standard Specs, as amended, the Vendor and the Vendor's staff shall adhere to all WVDOH's pandemic-response protocols, if any, while present at the WVDOH jobsite. Vendors may obtain the WVDOH's pandemic-response protocols by contacting the party placing the Delivery Order.
- 3.2.9 Emergency Work:** Emergency work as ordered by WVDOH that shall be initiated within 24 hours from when the Delivery Order is received by the Vendor. The determination of emergency work will be in accordance with Section 2.7 of this Solicitation and prominently noted on the Delivery Order. Designated emergency projects will be paid at 1.50 times the Vendors bid price.
- 3.2.10 Demurrage, Contract Item 22:** Should Vendor require demurrage fees for delays caused by the WVDOH in the loading/unloading of storage tanks or transport of drums, a two (2) hour grace period shall be included in the pricing of related Contract Items. Vendor shall bid for each additional one-quarter (1/4) hour of loading/unloading time following the initial two (2) hour grace period.

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4. CONTRACT AWARD:

4.1 **Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. This is a multiple Vendor award contract. All qualified responsible Vendors shall be awarded a contract for those Contract Items bid which meet all mandatory requirements of this Contract. Vendor must bid all Contract Items, with the exception of Contract Items 6 and 7, to be evaluated and considered for award. The low bid Vendor shall be determined at the time of need, as per Section 5 of this contract.

4.2 **Pricing Pages, Attachment A (ATT A):** Vendor shall complete the Pricing Pages by providing a bid price for each Contract Item listed. Vendor shall factor into their bid prices all equipment, materials, permits, and labor required to provide Contract Items. Vendor shall complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified. All bids or pricing submitted shall be held and honored by the Vendor for 90 days after the bid opening date.

4.2.1 The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

4.2.2 Vendor should type or electronically enter the information into the Pricing Pages spreadsheet to prevent errors in the evaluation. In most cases, the Vendor can request an electronic copy of the Pricing Pages spreadsheet for bid purposes by sending an email request to the following address: John.W.Estep@wv.gov.

4.2.3 Changing the Contract Item Descriptions, Units of Measure, or Estimated Quantities on the **Pricing Pages, Attachment A (ATT A)**, shall result in the disqualification of the Contract Item bid on the altered line. In circumstances when all Contract Items must be bid for bid evaluation and contract award, the disqualification of any Contract Item will result in the disqualification of the entire bid.

Submitting Pricing Pages except those provided with this solicitation, as described in Section 4.2, shall result in the disqualification of all Contract Items bid on the erroneous Pricing Pages.

4.3 **Contract Award Transition:** Upon the award of this contract, the WVDOH Operations Division will announce the effective date of use of this contract to WVDOH and the Vendors, whether it is by the effective date, the completed and encumbered date, or an established date by the WVDOH. Upon the announced

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effective date of use, any Delivery Order issued prior to the award of the contract shall remain in effect and should not be canceled until that Delivery Order is filled; however, after 20 working days of the WVDOH and Vendors notice, any Delivery Order that has not been completely filled by the Vendors shall NOT be completed, and a cancellation notice will be sent to that Vendor from the issuing WVDOH Division for cancellation of the balance of that Delivery Order only. No Delivery Orders from prior contracts or agreements should be held open by the WVDOH or the Vendors longer than 20 working days after the effective date of use is announced for the new contract.

This directive is issued to assist the WVDOH and the Vendors when fulfilling open Delivery Orders only. It is NOT issued to cause harm or to take contracts from one Vendor to give to another Vendor, but to establish a transition process from one contract into another contract.

- 4.4 **Cooperative Contracting:** the purchase prices on all Contract Items on this contract, available for the WVDOH, shall be adoptable for other public agencies upon their request. Agencies under the authority of the West Virginia Purchasing Division must receive prior approval by the Purchasing Director.
- 4.5 **Price Adjustments:** In the event of a significant price increase of component material or rental equipment, if applicable, utilized to perform or under this Contract, that is not the fault of the Vendor, the contract pricing, may be equitably adjusted by change order as more fully described below.
- 4.5.1 A significant change in price of the component material or rental equipment from the original bid amount.
- 4.5.2 Any request for a price increase under this clause must be supported by: price quotes for the component material or rental equipment for which a change is being sought; invoices showing amounts actually paid for the component materials or rental equipment; and any other evidence that supports the increase request.
- 4.5.3 The quotes provided to support the price increase request must be the quotes that Vendor actually relied on when submitting its bid and both the quote and the amount ultimately paid must have resulted from an arm's length transaction with an unrelated party.
- 4.5.4 Vendor must also show that the significant price increase would have been incurred if the owner had purchased the material or rental equipment directly from the supplier.
- 4.5.5 Price adjustments will be granted or denied at the sole and absolute discretion of the State.

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- 4.5.6 Price adjustments will only be considered annually at the contract expiration/renewal date. Vendor must submit price adjustment requests 60 days prior to the expiration/renewal date to be considered.
- 4.5.7 Vendor documentation for price adjustments shall be submitted to DOHOperationsProcurement@wv.gov for initial review.
- 4.5.8 Price adjustments shall be memorialized by a written Change Order, which must be reviewed and approved by the Purchasing Division, and as to form by the Attorney General's Office, in order to be effective. Adjusted pricing will not take effect until the effective date of such Change Order and cannot be retroactive.

5. **DETERMINING LOW BID PER PROJECT:** To determine the low bid Vendor for individual projects, the WVDOH will calculate the lowest overall total cost of the Contract Items required for individual projects, calculating in mobilization costs from the vendors storage site to the WVDOH project site. A written Delivery Order will be issued to the Vendor with the lowest overall total cost for the district bid housing the fuel tank in need of contract services.

WVDOH reserves the right to request any one or combination of items for which bids are awarded at the lowest overall total as set forth in this section.

6. **ORDERING AND PAYMENT:**

- 6.1 **Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, email, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, email address, locations and ordering/billing/ payment addresses with WVDOH and in wvOASIS. Vendor may, but is not required to, accept online orders through a secure internet ordering portal/website. If Vendor has the ability to accept online orders, it shall include in its response a brief description of how Agencies may utilize the online ordering system. Vendor shall ensure that its online ordering system is properly secured and shall provide certification to WVDOH Operations Division prior to processing Agency orders online.
- 6.2 **Delivery Order:** WVDOH will initiate the Delivery Order by identifying locations of need. The Delivery Order will be generated by a WVDOH. The order should be completed on a WV-39 Blanket Release Order and an ADO should be entered into wvOASIS. The order should detail the need and location information of the work to be completed per Contract Items, as well as the tentative start and end dates, to become the agreed upon official start and end

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dates. Emergencies shall be prominently noted on the Delivery Order. Once complete, the Delivery Orders shall be sent to Vendor via fax, email, or postal mail. **Any verbal communications to initiate or make modifications to a project from this contract are not acceptable as a Delivery Order.**

6.2.1 Lead Time: The WVDOH should plan accordingly to allow the Contractor a minimum of 14 calendar days prior to the date of the agreed upon work start date on the Delivery Order to allow Vendor to mobilize and begin work.

6.3 Payment: Upon completion of the work indicated on the Delivery Order, Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, as well as Electronic Funds Transfer as methods to process payment for goods and services. The Vendor shall accept the State of West Virginia's Purchasing Card and Electronic Funds Transfer for payment of orders under this Contract. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website (wvsao.gov) for all necessary forms and instructions. Payment method may be dictated at WVDOH's discretion.

7. PROJECT ACCEPTANCE, DELIVERY AND RETURN:

7.1 Project Acceptance and Written Verification of Receipt: Upon receipt of a WVDOH Delivery Order, the Vendor shall advise the WVDOH in writing within five (5) calendar days of their acceptance or refusal of the Delivery Order. As verification of receipt, Vendor must provide written acknowledgement of any Delivery Orders and any Revisions/Modifications thereto sent by WVDOH. Failure to provide the WVDOH with written acknowledgement of any Delivery Orders/Revisions within five days of the Order being sent shall be considered refusal of the Delivery Order. In the event of refusal, the WVDOH at its own discretion shall cancel the Delivery Order and may seek to obtain the goods or services from the next low bid Vendor or proceed with an Emergency Purchase from the open market.

7.2 Negotiation of Dates: The WVDOH shall have the option to negotiate with the Vendor, the project's tentative start and end dates. **Project work shall be continuous to completion unless otherwise approved in writing by the WVDOH.**

7.3 Delivery Time: In accordance with Section 7.2 and the terms of this contract, the work shall be scheduled by the WVDOH. The Vendor shall mobilize, commence, and complete work delivery in accordance with the WVDOH's written Delivery

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Order, per project. Any changes must be communicated by the Vendor in writing to the WVDOT. The Vendor shall work in an efficient manner in effort to keep traffic delay to a minimum and traffic must be adequately and safely accommodated. Vendor shall ship/provide all orders in accordance with the dates assigned to each project per the Delivery Order and shall not hold orders until a minimum delivery quantity is met. **No Vendor is authorized to ship project related goods or begin work/services, nor is the WVDOT authorized to receive materials, prior to the issuance of a Delivery Order.**

- 7.4 Adverse Weather Conditions:** Unsuitable/adverse/inclement weather conditions may dictate the work schedule. It is preferred that operations be suspended immediately when an inclement weather event begins or if the WVDOT determines that an inclement weather event is imminent. If working conditions are dangerous or unsuitable for the WVDOT, Vendor, or general public, work shall be suspended by the WVDOT. If needed, revision to the project's start and end date may be negotiated by the Vendor and the WVDOT. After a weather-related suspension of work, the WVDOT shall determine and convey in writing, such Delivery Order changes and when work shall commence/resume, followed by the Vendor's written acknowledgement, per Section 7.5 of this Contract Solicitation.
- 7.5 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party. Agency placing the Delivery Order under this Contract must be notified **in writing by the Vendor no later than five (5) business days prior to the scheduled start date from the Agency's order.** Any failure to notify, acknowledge receipt of WVDOT's written Delivery Orders/ Revisions resulting in delivery delay, or failure to start or complete the project per the WVDOT scheduled due dates may be determined by the WVDOT at its sole discretion as harmful to the Agency and as such, shall result in WVDOT's cancellation of the Delivery Order and application of Liquidated Damages.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 7.5.1 Liquidated Damages:** If the Vendor's work completion or corrections of deficient work exceeds the Delivery Order completion due date/timeframe, the Vendor shall agree that no extension of contract time will be granted unless Liquidated Damages are applied by the WVDOT in the form of an off-set reduction to the total amount of the Vendor's final invoice. The WVDOT shall calculate Liquidated Damages per project beginning on day one after the WVDOT's specified Delivery Order due date, in accordance with this Section, the contract's Terms and Conditions, and the Standard Specs Section 108.7, as amended, in the amounts in

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Table 108.7.1 from the Standard Specs shown below:

TABLE 108.7.1
Schedule of Liquidated Damages

Original Contract Amount		Daily Charges Per Calendar Day
For More Than	To and Including	
\$0	\$500,000	\$300
\$500,000	\$2,000,000	\$600
\$2,000,000	\$10,000,000	\$1,500
\$10,000,000	\$25,000,000	\$3,000
\$25,000,000		\$4,000

- 7.6 Delivery Payment/Risk of Loss:** Vendor shall include the cost/discount of standard order delivery charges in its bid pricing and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

Deliveries made by the Vendor shall be comprised only of Contract Items intended for delivery at that location and specified in the pricing pages, contract specifications or WV-39 Blanket Release Order. At no time shall property belonging to the West Virginia Department of Transportation be utilized as a lay-down or storage facility by the Vendor, or items left with the intention of being distributed to an alternate location.

- 7.7 Project Acceptance Criteria:** The WVDOH shall have final acceptance of the work done by the Vendor, per project. Any work found by the WVDOH not performed in accordance with these contract specifications or the Standard Specs, as amended, and/or found deficient and unacceptable by visual inspection will be rejected and, at the Vendor's/Contractor's expense, will be removed and replaced by the Vendor with work being continual until the Vendor's deficient work corrections are completed and deemed acceptable and approved by the WVDOH. Under no circumstance shall the Vendor's deficiency corrections exceed 20 calendar days unless otherwise declared in writing by the WVDOH and may be subject to Liquidated Damages as per Section 7.5.1 of these Contract Specifications.
- 7.8 Return of Unacceptable Items:** The decision of the WVDOH regarding materials, workmanship, quality etc., shall be final per the Standard Specs Section 105.1, as amended. If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that item are unacceptable or permit the Agency to

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arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

- 7.9 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

8. VENDOR DEFAULT:

- 8.1** The following shall be considered a Vendor default under this Contract.
- 8.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
 - 8.1.2** Failure to comply with other specifications and requirements contained herein.
 - 8.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 8.1.4** Failure to remedy deficient performance upon request.
- 8.2** The following remedies shall be available to Agency upon default.
- 8.2.1** Immediate cancellation of the Contract.
 - 8.2.2** Immediate cancellation of one or more release orders issued under this Contract.
 - 8.2.3** Any other remedies available in law or equity.

9. MISCELLANEOUS:

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- 9.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 9.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 9.3 Reports:** Vendor shall provide the Agency with quarterly reports, annual summaries, and/or monthly reports as requested by the Agency and/or the West Virginia Purchasing Division showing quantities, total dollar value of the Contract Items purchased, ordered, shipped & invoiced with dates in spreadsheet format as defined by the Agency. Failure to supply such reports may be grounds for cancellation of this Contract.
- 9.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: Matthew Ford
Telephone Number: 304-520-4260
Fax Number: 304-520-4265
Email Address: mford@greenbrierenv.com

Vendor shall inform the Agency in writing of any changes to the information provided above within ten (10) calendar days of such changes. Failure to comply may be grounds for cancellation of this contract.