



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

State of West Virginia Master Agreement

Order Date: 02-13-2023

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0803 0066 DOT2300000038 1	Procurement Folder:	1155543
Document Name:	Epoxy Liner Installation for Fuel Storage Tanks	Reason for Modification:	
Document Description:	Epoxy Liner Installation for Fuel Storage Tank		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2023-03-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2024-02-29

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: VS0000019932 GREENBRIER ENVIRONMENTAL GROUP INC 292 OAK CARRIAGE DR LEWISBURG WV 24901 US Vendor Contact Phone: 3046467616 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Careasa M Nichols Requestor Phone: 304-414-3212 Requestor Email: careasa.m.nichols@wv.gov 23 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

2-16-23 Box

Total Order Amount:

Open End

Purchasing Division's File Copy

ENTERED

JE 7/13/23

PURCHASING DIVISION AUTHORIZATION

DATE: *Tanya* 2/14/2023
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE: *John D. Gray* 2-24-2023
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE: *John D. Gray* 2/24/2023
ELECTRONIC SIGNATURE ON FILE

Extended Description:

The Vendor, Greenbrier Environmental Group Inc., agrees to enter with the West Virginia Department of Transportation (WVDOT), West Virginia Division of Highways (WVDOH), into an open-end contract to provide Epoxy Liner Installation for Fuel Storage Tanks per the Specifications, Terms and Conditions, Bid Requirements, Addendum_1 dated 01/20/2023, Addendum_2 dated 01/23/2023, Addendum_3 dated 01/23/2023 and the Vendor's bid dated 01/27/2023, incorporated herein by reference and made apart hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	72151303			EA	6670.000000
	Service From	Service To		Service Contract Amount	
					0.00

Commodity Line Description: AST Preparation and Inspection- 5,000 gal. tank

Extended Description:

AST Preparation and Inspection- 5,000 gal. tank

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	72151303			EA	7090.000000
	Service From	Service To		Service Contract Amount	
					0.00

Commodity Line Description: AST Preparation and Inspection- 10,000 gal. tank

Extended Description:

AST Preparation and Inspection- 10,000 gal. tank

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	72151303			EA	7740.000000
	Service From	Service To		Service Contract Amount	
					0.00

Commodity Line Description: AST Preparation and Inspection- 20,000 gal. tank

Extended Description:

AST Preparation and Inspection- 20,000 gal. tank

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	24111808			SF	275.000000
	Service From	Service To		Service Contract Amount	
					0.00

Commodity Line Description: AST Repair/Patching Work

Extended Description:

AST Repair/Patching Work

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	72154011			EA	6895.000000
	Service From	Service To		Service Contract Amount	
					0.00

Commodity Line Description: Epoxy Liner Installation- 5000 gal. tank

Extended Description:

Epoxy Liner Installation- 5000 gal. tank

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	72154011			EA	7711.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Epoxy Liner Installation- 10,000 gal. tank

Extended Description:

Epoxy Liner Installation- 10,000 gal. tank

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	72154011			EA	8401.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Epoxy Liner Installation- 20,000 gal. tank

Extended Description:

Epoxy Liner Installation- 20,000 gal. tank

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	72154011			EA	6895.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Epoxy Liner Surcharge- 5,000 gal. tank, per additional mil.

Extended Description:

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

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
9	72154011			EA	7711.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Epoxy Liner Surcharge- 10,000 gal. tank, per additional mil.

Extended Description:

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

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
10	72154011			EA	8401.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Epoxy Liner Surcharge- 20,000 gal. tank, per additional mil.

Extended Description:

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

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
11	72154059			EA	1350.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Certified Tank Test

Extended Description:

Certified Tank Test

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
12	24111808			EA	300.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Replacement of all Stickers and Placards, per project

Extended Description:

Replacement of all Stickers and Placards, per project

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
13	76122304			DRUM	250.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Recycling/Disposal EPA-Regulated, DOT Regulated Gasoline Liq

Extended Description:

Recycling/Disposal EPA-Regulated, DOT Regulated Gasoline Liq

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
14	76122304			DRUM	175.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Recycling/Disposal Non RCRA Regulated, Non DOT Regulated Dei

Extended Description:

Recycling/Disposal Non RCRA Regulated, Non DOT Regulated Dei

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
15	76121900			MILE	2.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Haul of Waste Materials (one way, to the Recycling/Disposal

Extended Description:

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

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
16	78121603			LS	3000.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Mobilization, First Mile

Extended Description:

Mobilization, First Mile

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
17	78121603			MILE	6.750000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Mobilization, Each Additional Mile

Extended Description:

Mobilization, Each Additional Mile

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
18	78121603			LS	862.500000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Fuel Relocation for Reuse, First Mile

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
19	78121603			MILE	4.600000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Fuel Relocation for Reuse, Each additional Mile

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
20	78121603			EA	1862.500000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Temporary Fuel Storage- First Gallon

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
21	78121603			GL	1.500000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Temporary Fuel Storage - Each Additional Gallon

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
22	78121603			EA	50.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Demurrage

Extended Description:

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

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

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

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

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

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

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

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

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

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

☐ **Other:** Contract Term specified in _____

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

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

☒ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

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

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

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

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

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

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

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

☐

☐

☐

☐

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: 1,000,000.00 per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: _____ per occurrence.

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

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

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

☒ **Pollution Insurance** in an amount of: 1,000,000.00 per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☒ State of West Virginia must be listed as additional insured on insurance Certificate. Certificate holder should read as follows:

☒ State of WV
1900 Kanawha Blvd. E., Bldg.5
Charleston, WV 25305

☐

☐

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☒ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: 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 maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

Revised 11/1/2022

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

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

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☒ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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

(Printed Name and Title) Matthew A. Ford, President

(Address) 292 Oak Carriage Drive, Lewisburg, WV 24901

(Phone Number) / (Fax Number) 304-520-4260

(email address) mford@greenbrirenv.com

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

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Greenbrier Environmental Group, Inc.
(Company)


(Signature of Authorized Representative)

Matthew Ford, President 2/13/2023

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

304-520-4260

(Phone Number) (Fax Number)

mford@greenbrirenv.com

(Email Address)

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

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Support 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 WVDOH 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. WVDOH 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.

3.2.2 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

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

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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 3:** Vendor shall empty the fuel tank, removing residual fuel and sludge from within the tank. Liquids and sludge 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 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.

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.

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 4:** 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 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.

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3.2.5 Epoxy Liner Installation, Contract Items 5 through 7: 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 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

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8 through 10, 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 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 11: 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 WVDON 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 13 through 15: 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 WVDON 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. WVDON will allow for transportation costs of hazardous materials one way only to the recycling or disposal site.

To the greatest extent 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 WVDON project site within 48 hours of the project's completion shall result in liquidated damages being assessed, as per Section

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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.

3.2.7 Mobilization, Contract Items 14 and 15:

3.2.7.1 Mobilization, First Mile is 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 source 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, Additional Mile is to compensate Vendor for the expenses related to transporting materials, equipment, and crew members per mile after the initial mile, one way only, from the Vendors source 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.

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

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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 WVDOT 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 WVDOT 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 WVDOT's established safety protocols outline in the Standard Specs, as amended, the Vendor and the Vendor's staff shall adhere to all WVDOT's pandemic-response protocols, if any, while present at the WVDOT jobsite. Vendors may obtain the WVDOT's pandemic-response protocols by contacting the party placing the Delivery Order.

3.2.9 Emergency Work: Emergency work as ordered by WVDOT 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.

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 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.

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- 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 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.

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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.
- 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

REQUEST FOR QUOTATION
Epoxy Liner Installation for Fuel Storage Tanks

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 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.

REQUEST FOR QUOTATION
Epoxy Liner Installation for Fuel Storage Tanks

- 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 Order, per project. Any changes must be communicated by the Vendor in writing to the WVDOH. 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 WVDOH authorized to receive materials, prior to the issuance of a Delivery Order.**
- 7.4 **Adverse Weather Conditions:** Unsuitable/adverse/inclement weather conditions

REQUEST FOR QUOTATION
Epoxy Liner Installation for Fuel Storage Tanks

may dictate the work schedule. It is preferred that operations be suspended immediately when an inclement weather event begins or if the WVDOH determines that an inclement weather event is imminent. If working conditions are dangerous or unsuitable for the WVDOH, Vendor, or general public, work shall be suspended by the WVDOH. If needed, revision to the project's start and end date may be negotiated by the Vendor and the WVDOH. After a weather-related suspension of work, the WVDOH 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 WVDOH's written Delivery Orders/ Revisions resulting in delivery delay, or failure to start or complete the project per the WVDOH scheduled due dates may be determined by the WVDOH at its sole discretion as harmful to the Agency and as such, shall result in WVDOH'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 WVDOH in the form of an off-set reduction to the total amount of the Vendor's final invoice. The WVDOH shall calculate Liquidated Damages per project beginning on day one after the WVDOH'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 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

REQUEST FOR QUOTATION
Epoxy Liner Installation for Fuel Storage Tanks

\$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 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.

REQUEST FOR QUOTATION
Epoxy Liner Installation for Fuel Storage Tanks

- 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:

- 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.

REQUEST FOR QUOTATION
Epoxy Liner Installation for Fuel Storage Tanks

- 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@greenbrirenv.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.



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

State of West Virginia
Centralized Request for Quote
Miscellaneous

Proc Folder: 1155543

Doc Description: ADDENDUM NO-1 Epoxy Liner Installation for Fuel Storage Tank

Reason for Modification:

ADDENDUM NO_1
Vendor Questions and Responses
Update Specifications and Pricing
Page

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2023-01-20	2023-01-24 13:30	CRFQ 0803 DOT2300000072	2

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

John W Estep
304-558-2566
john.w.estep@wv.gov

Vendor
Signature X

FEIN#

DATE

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION**ADDENDUM NO_1**

Addendum No_1 issued to publish and distribute the attached information to the Vendor Community.

REQUEST FOR QUOTATION

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. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation

INVOICE TO**SHIP TO**

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
US

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

Comm Code	Manufacturer	Specification	Model #
72151303			

Extended Description:

AST Preparation and Inspection- 5,000 gal. tank

INVOICE TO**SHIP TO**

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
US

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

Comm Code	Manufacturer	Specification	Model #
72151303			

Extended Description:

AST Preparation and Inspection- 10,000 gal. tank

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

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

Comm Code	Manufacturer	Specification	Model #
72151303			

Extended Description:

AST Preparation and Inspection- 20,000 gal. tank

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	AST Repair/Patching Work	0.00000	SF		

Comm Code	Manufacturer	Specification	Model #
24111808			

Extended Description:

AST Repair/Patching Work

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

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

Comm Code	Manufacturer	Specification	Model #
72154011			

Extended Description:

Epoxy Liner Installation- 5000 gal. tank

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

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

Comm Code	Manufacturer	Specification	Model #
72154011			

Extended Description:

Epoxy Liner Installation- 10,000 gal. tank

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

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

Comm Code	Manufacturer	Specification	Model #
72154011			

Extended Description:

Epoxy Liner Installation- 20,000 gal. tank

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

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

Comm Code	Manufacturer	Specification	Model #
72154011			

Extended Description:

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

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

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

Comm Code	Manufacturer	Specification	Model #
72154011			

Extended Description:

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

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

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

Comm Code	Manufacturer	Specification	Model #
72154011			

Extended Description:

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

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Certified Tank Test	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
72154059			

Extended Description:
Certified Tank Test

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

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

Comm Code	Manufacturer	Specification	Model #
24111808			

Extended Description:
Replacement of all Stickers and Placards, per project

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

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

Comm Code	Manufacturer	Specification	Model #
76122304			

Extended Description:

Recycling/Disposal EPA-Regulated, DOT Regulated Gasoline Liq

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

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

Comm Code	Manufacturer	Specification	Model #
76122304			

Extended Description:

Recycling/Disposal Non RCRA Regulated, Non DOT Regulated Dei

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

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

Comm Code	Manufacturer	Specification	Model #
76121900			

Extended Description:

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

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	Mobilization, First Mile	0.00000	MILE		

Comm Code	Manufacturer	Specification	Model #
78121603			

Extended Description:

Mobilization, First Mile

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	Mobilization, Each Additional Mile	0.00000	MILE		

Comm Code	Manufacturer	Specification	Model #
78121603			

Extended Description:

Mobilization, Each Additional Mile

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2023-01-13

SOLICITATION NUMBER: CRFQ DOT2300000072

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2300000072 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☒ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☒ Correction of error
- ☐ Other

Additional Documentation:

Vendor Questions, Update Specifications and Update Pricing Page

Bid Opening remains 01/24/2023 at 1:30pm

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Solicitation Number # DOT23*72

Responses to Questions from Vendors

Question 1

Section 3.2.3 of the Specifications do not mention filtering and transporting of fuel remaining in the AST compartments to another WVDOT facility. Will this task be required or will the WVDOT ensure that the only fuel remaining in the AST compartments is minimal (less than 1") and should be transported as waste to a recycling/disposal facility? It is our experience that the amount of fuel remaining in the ASTs varies significantly and has sometimes required trips to multiple other facilities to move fuel prior to AST cleaning.

Answer 1

We have added Fuel Relocation for Reuse, First Mile, Contract Item 4, and Fuel Relocation for Reuse, Each Additional Mile, Contract Item 5, to the Pricing Pages, Attachment A (ATT A), and we have revised the Contract Specifications sections 3.2.3, and its subsections 3.2.3.1 to address fuel relocation for reuse.

Question 2

Typically, the costs for repairs are determined after the initial AST cleaning and inspection since the repairs needed vary. Is it possible to remove this line item from the bid sheet and allow for negotiation of repair costs with the WVDOT following the initial cleaning and repairs?

Answer 2

It is necessary that the AST Repair/Patching Work, Contract Item 8, be bid with this solicitation and bid response, for the occasional instances when such repairs are needed. Pricing under this contract cannot be negotiated separately, however the quantity of repairs to be billed to WVDOT can be. The Contract Specifications section 3.2.4 has been revised to allow for the Vendor and the WVDOT to work together to determine the quantity of repair work to be billed.

Question 3

Please clarify the request for first mile and additional mile charges. The estimated quantity for mobilization (first mile) is 21, but the number of units is "mile". Were as, the estimated quantity for contract item #s 15 and 17 are *N/A.

Answer 3

The Mobilization, First Mile, section 3.2.7.1, is a lump sum amount to mobilize once per project to the WVDOT project site, regardless of the distance the vendor will need to transport their equipment and crews. The Vendor should calculate into their bid for this Contract Item all costs associated with transporting their equipment and crews to the project site. These expenses are

expected regardless of the distance the vendor is traveling to mobilize for a project. To add clarity, the unit of measure has been changed to Lump Sum, for the first mile.

Mobilization, Each Additional Mile, section 3.2.7.2, is intended to compensate the vendor for expenses that compound with each mile they must travel to mobilize from the vendors storage site to the WVDOT project site. Vendor should calculate into their bid for this Contract Item their anticipated costs for fuel expenses, wear and tear, and other overhead expenses per each mile traveled.

The Contract Specifications section 3.2.7 and its subsections have been revised to provide additional detail regarding mobilization.

Question 4

Is there a provision for temporary storage of the fuel? Our team has the capability to temporarily store fuel on-site and return the fuel back to the AST after the AST epoxy coating has cured.

Answer 4

We have added Temporary Fuel Storage, First Gallon, Contract Item 7 and Temporary Fuel Storage, Each Additional Gallon, Contract Item 8, as an optional Contract Item to the Pricing Pages, Attachment A (ATT A), and we have revised the Contract Specifications sections 3.2.3, and its subsection 3.2.3.2 to address temporary fuel storage for reuse.

Contract Specification section 4.1 and the Pricing Pages Instructions (ATT A) have been updated to allow for the Temporary Storage Tank Contract Items to be optional Contract Items to vendors who would like to bid the item. ALL OTHER CONTACT ITEMS ARE MANDATORY TO BE BID.

Question 5

Is there a provision for demurrage in the event that fuel can not be transferred, the AST is inaccessible, or there is another delay not caused by the contractor that causes increased costs?

Answer 5

We have added Demurrage, Contract Item 22, to the Pricing Pages, Attachment A (ATT A), and we have revised the Contract Specifications section 3.2.10 to address demurrage.

Question 6

Will the WVDOT provide safe/OSHA-approved access to the top of each AST and OSHA-approved tie-off points for fall protection? It is common for WVDOT facilities to not have a safe access to the top of the ASTs or OSHA-approved tie-off points for fall protection.

Answer 6

We have added revised the Contract Specifications section 3.2.1.2 to address access and tie-off points.

Question 7

Will the winning bidder need to install a tank at each location or does the state own the tanks?

Answer 7

No, fuel tanks will already be installed by WVDOT forces. The services under this contract will be to provide maintenance in the way of Epoxy Tank Liner Installation to WVDOT tanks used to store gasoline or diesel, as described in Section 3.2 of the specifications.

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 WVDOH 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. WVDOH 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 WVDOH 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 WVDON 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 WVDON 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. WVDON will allow for transportation costs of hazardous materials one way only to the recycling or disposal site.

To the greatest extent 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 WVDON 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 WVDON 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 WVDOT 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 WVDOT at the time of Delivery Order:

Both in-state and out-of-state delivery route mileage will be calculated by the WVDOT, using the shortest route, by utilizing "Google Earth" or a similar source for routing from the Vendor's plant location to the WVDOT 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 WVDOT 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 WVDOT 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 WVDOT's established safety protocols outline in the Standard Specs, as amended, the Vendor and the Vendor's staff shall adhere to all WVDOT's pandemic-response protocols, if any, while present at the WVDOT jobsite. Vendors may obtain the WVDOT's pandemic-response protocols by contacting the party placing the Delivery Order.
- 3.2.9** **Emergency Work:** Emergency work as ordered by WVDOT 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 WVDOT 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

REQUEST FOR QUOTATION
Epoxy Liner Installation for Fuel Storage Tanks

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:

REQUEST FOR QUOTATION
Epoxy Liner Installation for Fuel Storage Tanks

- 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: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____

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.

**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: _____
911 Address of Storage _____
Site Location(s): _____

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 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	
2	7	AST Preparation and Inspection- 10,000 gal. tank	Each	
3	7	AST Preparation and Inspection- 20,000 gal. tank	Each	
4	21	Fuel Relocation for Reuse, First Mile	Lump Sum	
5	*N/A	Fuel Relocation for Reuse, Each Additional Mile	Mile	
6	*N/A	Temporary Fuel Storage, First Gallon	Each	
7	*N/A	Temporary Fuel Storage, Each Additional Gallon	Gallon	
8	5	AST Repair/Patching Work	Sq Ft	
9	7	Epoxy Liner Installation- 5000 gal. tank	Each	
10	7	Epoxy Liner Installation- 10,000 gal. tank	Each	
11	7	Epoxy Liner Installation- 20,000 gal. tank	Each	
12	120	Epoxy Liner Surcharge- 5,000 gal. tank, per each additional mil.	Each	
13	120	Epoxy Liner Surcharge- 10,000 gal. tank, per each additional mil.	Each	
14	120	Epoxy Liner Surcharge- 20,000 gal. tank, per each additional mil.	Each	
15	21	Certified Tank Test	Each	
16	7	Replacement of all Stickers and Placards, per project	Each	
17	25	Recycling/Disposal EPA-Regulated, DOT Regulated Gasoline Liquid Waste	Drum	
18	50	Recycling/Disposal Non RCRA Regulated, Non DOT Regulated Diesel Fuel Liquid Waste	Drum	
19	*N/A	Haul of Waste Materials (one way, to the Recycling/Disposal site)	Mile	
20	21	Mobilization, First Mile	Lump Sum	
21	*N/A	Mobilization, Each Additional Mile	Mile	
22	*N/A	Demurrage	15 Minutes	

*See note

*Estimated quantities 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.



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

State of West Virginia
Centralized Request for Quote
Miscellaneous

Proc Folder: 1155543

Doc Description: ADDENDUM NO-2 Epoxy Liner Installation for Fuel Storage Tank

Reason for Modification:

ADDENDUM NO_2
To move Bid Opening to
01/31/2023 at 1:30pm

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2023-01-23	2023-01-31 13:30	CRFQ 0803 DOT2300000072	3

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

John W Estep
304-558-2566
john.w.estep@wv.gov

Vendor
Signature X

FEIN#

DATE

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION**ADDENDUM NO_2**

Addendum No_2 issued to publish and distribute the attached information to the Vendor Community.

REQUEST FOR QUOTATION

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. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation

INVOICE TO**SHIP TO**

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
US

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

Comm Code	Manufacturer	Specification	Model #
72151303			

Extended Description:

AST Preparation and Inspection- 5,000 gal. tank

INVOICE TO**SHIP TO**

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
US

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

Comm Code	Manufacturer	Specification	Model #
72151303			

Extended Description:

AST Preparation and Inspection- 10,000 gal. tank

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

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

Comm Code	Manufacturer	Specification	Model #
72151303			

Extended Description:

AST Preparation and Inspection- 20,000 gal. tank

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	AST Repair/Patching Work	0.00000	SF		

Comm Code	Manufacturer	Specification	Model #
24111808			

Extended Description:

AST Repair/Patching Work

INVOICE TO:		SHIP TO:	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

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

Comm Code	Manufacturer	Specification	Model #
72154011			

Extended Description:

Epoxy Liner Installation- 5000 gal. tank

INVOICE TO:		SHIP TO:	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

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

Comm Code	Manufacturer	Specification	Model #
72154011			

Extended Description:

Epoxy Liner Installation- 10,000 gal. tank

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

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

Comm Code	Manufacturer	Specification	Model #
72154011			

Extended Description:
Epoxy Liner Installation- 20,000 gal. tank

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

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

Comm Code	Manufacturer	Specification	Model #
72154011			

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

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

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

Comm Code	Manufacturer	Specification	Model #
72154011			

Extended Description:

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

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

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

Comm Code	Manufacturer	Specification	Model #
72154011			

Extended Description:

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

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Certified Tank Test	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
72154059			

Extended Description:
Certified Tank Test

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

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

Comm Code	Manufacturer	Specification	Model #
24111808			

Extended Description:
Replacement of all Stickers and Placards, per project

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

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

Comm Code	Manufacturer	Specification	Model #
76122304			

Extended Description:

Recycling/Disposal EPA-Regulated, DOT Regulated Gasoline Liq

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

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

Comm Code	Manufacturer	Specification	Model #
76122304			

Extended Description:

Recycling/Disposal Non RCRA Regulated, Non DOT Regulated Dei

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

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

Comm Code	Manufacturer	Specification	Model #
76121900			

Extended Description:

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

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	Mobilization, First Mile	0.00000	MILE		

Comm Code	Manufacturer	Specification	Model #
78121603			

Extended Description:

Mobilization, First Mile

INVOICE TO	SHIP TO
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VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	Mobilization, Each Additional Mile	0.00000	MILE		

Comm Code	Manufacturer	Specification	Model #
78121603			

Extended Description:

Mobilization, Each Additional Mile

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Tech Questions due by 10:00am	2023-01-13

	Document Phase	Document Description	Page 11
DOT2300000072	Draft	ADDENDUM NO-2 Epoxy Liner Installation for Fuel Storage Tank	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ DOT2300000072

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2300000072 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☒ [X] Modify bid opening date and time
- ☐ [] Modify specifications of product or service being sought
- ☐ [] Attachment of vendor questions and responses
- ☐ [] Attachment of pre-bid sign-in sheet
- ☐ [] Correction of error
- ☐ [] Other

Additional Documentation:

Bid Opening moves to 01/31/2023 at 1:30pm

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.



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

**State of West Virginia
Centralized Request for Quote
Miscellaneous**

Proc Folder: 1155543

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

Reason for Modification:

ADDENDUM NO_3
Vendor Question and Response

Proc Type: Central Master Agreement

Date issued

Solicitation Closes

Solicitation No	
------------------------	--

Version	
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2023-01-23

2023-01-31 13:30

CRFQ	0803	DOT2300000072
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4

BID RECEIVING LOCATION**BID CLERK**

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON WV 25305

US:

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

John W. Estep

304-558-2566

john.w.estep@wv.gov

**Vendor
Signature X**

FEIN#

DATE _____

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION**ADDENDUM NO_3**

Addendum No_3 issued to publish and distribute the attached information to the Vendor Community.

REQUEST FOR QUOTATION

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. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation

INVOICE TO

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

SHIP TO

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

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

Comm Code	Manufacturer	Specification	Model #
72151303			

Extended Description:

AST Preparation and Inspection- 5,000 gal. tank

INVOICE TO

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

SHIP TO

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

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

Comm Code	Manufacturer	Specification	Model #
72151303			

Extended Description:

AST Preparation and Inspection- 10,000 gal. tank

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

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

Comm Code	Manufacturer	Specification	Model #
72151303			

Extended Description:

AST Preparation and Inspection- 20,000 gal. tank

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	AST Repair/Patching Work	0.00000	SF		

Comm Code	Manufacturer	Specification	Model #
24111808			

Extended Description:

AST Repair/Patching Work

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

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

Comm Code	Manufacturer	Specification	Model #
72154011			

Extended Description:

Epoxy Liner Installation- 5000 gal. tank

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

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

Comm Code	Manufacturer	Specification	Model #
72154011			

Extended Description:

Epoxy Liner Installation- 10,000 gal. tank

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

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

Comm Code	Manufacturer	Specification	Model #
72154011			

Extended Description:

Epoxy Liner Installation- 20,000 gal. tank

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

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

Comm Code	Manufacturer	Specification	Model #
72154011			

Extended Description:

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

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

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

Comm Code	Manufacturer	Specification	Model #
72154011			

Extended Description:

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

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

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

Comm Code	Manufacturer	Specification	Model #
72154011			

Extended Description:

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

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Certified Tank Test	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
72154059			

Extended Description:
Certified Tank Test

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

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

Comm Code	Manufacturer	Specification	Model #
24111808			

Extended Description:
Replacement of all Stickers and Placards, per project

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

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

Comm Code	Manufacturer	Specification	Model #
76122304			

Extended Description:

Recycling/Disposal EPA-Regulated, DOT Regulated Gasoline Liq

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

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

Comm Code	Manufacturer	Specification	Model #
76122304			

Extended Description:

Recycling/Disposal Non RCRA Regulated, Non DOT Regulated Dei

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

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

Comm Code	Manufacturer	Specification	Model #
76121900			

Extended Description:

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

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	Mobilization, First Mile	0.00000	MILE		

Comm Code	Manufacturer	Specification	Model #
78121603			

Extended Description:

Mobilization, First Mile

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	Mobilization, Each Additional Mile	0.00000	MILE		

Comm Code	Manufacturer	Specification	Model #
78121603			

Extended Description:

Mobilization, Each Additional Mile

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2023-01-13

SOLICITATION NUMBER: CRFQ DOT2300000072

Addendum Number: 3

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2300000072 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☒ Other

Additional Documentation:

Vendor Question and Response – Copy of updated Pricing Page

Bid Opening remains 01/31/2023 at 1:30pm

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Solicitation Number #DOT23*72

Responses to Questions from Vendors

Question 1

What is intended by the Epoxy Liner Surcharge line items? It is important that the epoxy coating be installed per manufacturers specifications. If additional thickness outside of the manufacturers specifications is required beyond 60-80 Mil by the WVDOH, a minimum of 24-36 hours of cure time must be accounted for prior to applying additional epoxy coating.

Answer 1

Section 3.2.5.2 states "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."

Section 3.2.5.3 states "Vendor shall prepare and apply Epoxy Liner Material observing all manufacturer safety, preparation, and application instructions. Any 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." This applies to all sections of this contract.

Vendor should incorporate expenses relating to the application of additional mils, 81mils or greater, applied per the manufacturer's specifications, into their Epoxy Liner Surcharge bid.

Question 2

I have reviewed the addendums. They do not appear to be complete, as the new contract items listed in the answers to the questions are not included in the pricing sheet, online response, or specs available for download.

Answer 2

The revised Pricing Pages (ATT A) can be found on Page 33 of the OASIS attachment **ADDENDUM NO_1 CRFQ DOT2300000072**. To obtain an electronic version of the Pricing Pages, as described in Section 4.2.2. of the contract specifications, please email John.W.Estep@wv.gov.

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 not 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: _____
911 Address of Storage: _____
Site Location(s): _____

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 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	
2	7	AST Preparation and Inspection- 10,000 gal. tank	Each	
3	7	AST Preparation and Inspection- 20,000 gal. tank	Each	
4	21	Fuel Relocation for Reuse, First Mile	Lump Sum	
5	*N/A	Fuel Relocation for Reuse, Each Additional Mile	Mile	
6	*N/A	Temporary Fuel Storage, First Gallon	Each	
7	*N/A	Temporary Fuel Storage, Each Additional Gallon	Gallon	
8	5	AST Repair/Patching Work	Sq Ft	
9	7	Epoxy Liner Installation- 5000 gal. tank	Each	
10	7	Epoxy Liner Installation- 10,000 gal. tank	Each	
11	7	Epoxy Liner Installation- 20,000 gal. tank	Each	
12	120	Epoxy Liner Surcharge- 5,000 gal. tank, per each additional mil.	Each	
13	120	Epoxy Liner Surcharge- 10,000 gal. tank, per each additional mil.	Each	
14	120	Epoxy Liner Surcharge- 20,000 gal. tank, per each additional mil.	Each	
15	21	Certified Tank Test	Each	
16	7	Replacement of all Stickers and Placards, per project	Each	
17	25	Recycling/Disposal EPA-Regulated, DOT Regulated Gasoline Liquid Waste	Drum	
18	50	Recycling/Disposal Non RCRA Regulated, Non DOT Regulated Diesel Fuel Liquid Waste	Drum	
19	*N/A	Haul of Waste Materials (one way, to the Recycling/Disposal site)	Mile	
20	21	Mobilization, First Mile	Lump Sum	
21	*N/A	Mobilization, Each Additional Mile	Mile	
22	*N/A	Demurrage	15 Minutes	

*See note

*Estimated quantities 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.: CRFO 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 acknowledgment should be submitted with the bid to expedite document processing.

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

*See note

*Estimated quantities 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.