



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

# Request for Quotation

RFQ NUMBER  
 GSD116466

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 KRISTA FERRELL  
 304-558-2596

RFQ COPY  
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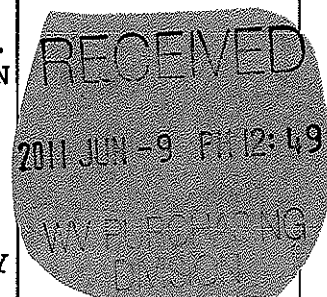
DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 JOBSITE  
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304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
05/06/2011				

BID OPENING DATE: 06/09/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-42	\$ 85,000.00	\$ 85,000.00
	LOT 98 FUEL TANKS					
<p>REQUEST FOR QUOTATION            (RFQ)            CONSTRUCTION</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF GENERAL SERVICES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH ALL LABOR AND MATERIAL FOR THE INSTALLATION OF FUEL TANKS ON LOT 98 LOCATED ON THE WEST VIRGINIA STATE CAPITOL COMPLEX IN CHARLESTON, WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS.</p> <p>A MANDATORY PRE-BID MEETING WILL BE HELD ON WEDNESDAY, MAY 19, 2011 AT 10:00 AM IN THE CONFERENCE ROOM IN THE ENGINEERING BUILDING LOCATED AT 103 MICHIGAN AVENUE IN CHARLESTON, WEST VIRGINIA. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE.</p>						



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TITLE	FERN	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUD THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>TECHNICAL QUESTIONS AND/OR CLARIFICATIONS CONCERNING THIS PROJECT MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. VENDORS SHOULD REFERENCE THIS RFQ NUMBER ON ALL CORRESPONDENCE AND IF SUBMITTING INQUIRIES VIA EMAIL SHOULD LIST THE RFQ NUMBER IN THE SUBJECT LINE OF THE EMAIL. DEADLINE FOR ALL TECHNICAL QUESTIONS AND CLARIFICATIONS IS 05/26/2011 AT THE CLOSE OF BUSINESS. ANY TEHCNIAL QUESTION RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>VERBAL COMMUNICATION: ANY VERBAL COMMUNICATION BETWEEN THE VENDOR AND ANY STATE PERSONNEL IS NOT BINDING, INCLUDING THAT MADE AT THE MANDATORY PRE-BID MEETING. <del>ONLY INFORMATION ISSUED IN WRITING AND ADDED TO THE RFQ SPECIFICATIONS BY OFFICIAL WRITTEN ADDENDUM IS</del></p>						
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<p>BINDING.</p> <p>NO CONTACT BETWEEN THE VENDOR AND THE AGENCY IS PERMITTED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE STATE BUYER. VIOLATION MAY RESULT IN REJECTION OF THE BID. THE STATE BUYER NAMED ABOVE IS THE SOLE CONTACT FOR ANY AND ALL INQUIRIES AFTER THIS RFQ HAS BEEN RELEASED.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATION IN ACCORDANCE WITH SECTION 148-1-4 (F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED THIS CONTRACT IS TO BE PERFORMED WITHIN 90 CALENDAR DAYS AFTER THE NOTICE TO PROCEED</p>						

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<p>IS RECEIVED. THE AGENCY WILL ISSUE A WRITTEN NOTICE TO PROCEED TO THE SUCCESSFUL VENDOR.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR KANAWHA COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$1,000,000.00.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL</p>						
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<p>FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BON COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINU</p>						
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<p>GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE 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, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p>						

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<p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO</p>						
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MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NOS.:						
NO. 1		✓		6/7/11		
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.						
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						
 .....SIGNATURE						
OUAL CONSTRUCTION MANAGEMENT, LLC. COMPANY 5/9/11 .....DATE						
REV. 11/96						
CONTRACTORS LICENSE						

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<p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:            CONTRACTORS NAME: <u>DUAL CONSTRUCTION MANAGEMENT, LLC</u>            CONTRACTORS LICENSE NO.: <u>WV037157</u></p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p>						

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<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: KRISTA FERRELL-FILE 21</p> <p>REQ. NO.: GSD116466</p> <p>BID OPENING DATE: 06/09/2011</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304-347-8821</p>						
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 GENERAL SERVICES DIVISION  
 JOBSITE  
 SEE SPECIFICATIONS

304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/06/2011				

BID OPENING DATE: **06/09/2011** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				(30A) 347.8821		
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: <b>JAMES R. CARNEY, JR.</b>						
***** THIS IS THE END OF RFQ GSD116466 ***** TOTAL:						<b>\$ 85,000.00</b>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she 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/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

State of West Virginia  
General Services Division

Lot 98 Fuel Vaults  
Project No. GSD 116466

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**REQUEST FOR QUOTATIONS**  
**FUEL VAULT TANKS,**  
**PAD AND INSTALLATION**  
**CAPITOL CAMPUS – LOT 98**

Location: West Virginia State Capitol Building  
1900 Kanawha Blvd, East  
Charleston, West Virginia 25305

For: State of West Virginia  
General Services Division  
1900 Kanawha Blvd; East  
Charleston, West Virginia 25305

All inquiries for specification clarification shall be addressed to:

Krista Ferrell, Buyer Supervisor  
Purchasing Division  
P. O. Box 50130  
Charleston, West Virginia 25305-0130  
Telephone: (304) 558-2596  
Fax: (304) 558-4115  
[Krista.S.Ferrell@wv.gov](mailto:Krista.S.Ferrell@wv.gov)

The Acquisition and Contract Administration Section of the Purchasing Division "State" for the West Virginia General Services Division is soliciting quotations to provide fuel storage vaults, fuel pumps, concrete pad and related construction and electrical work to be located at the State Capitol Campus located at 1900 Kanawha Blvd, East in Charleston, West Virginia. This document is intended to supplement information provided in the standard "Request for Quotation" and "General Terms and Conditions" issued by the Purchasing Division for this project. Contractors should carefully review all documents.

**Mandatory Pre-Bid Meeting:**

A mandatory pre-bid conference will be held on May 19, 2011, at 10:00 am. Contractors attending the meeting shall assemble at the Engineering Section Conference Room at 103 Michigan Street (south of Washington Street). See Purchasing Division Request for Quotation for additional information.

State of West Virginia  
General Services Division

Lot 98 Fuel Vaults  
Project No. GSD 116466

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**Scope of Work:**

The work consists of supplying and installing gasoline and diesel protected fuel vaults. Work includes, but is not limited to, the supplying the vaults, installation of a concrete pad and concrete filled bollards, installation of wiring, switches and alarms, including conduit and breakers and other related work.

Work shall be conducted as a single project. Contractor shall submit a schedule showing the commencement and completion dates for each proposed area or subsystem. The schedule shall be reviewed and approved by the Agency prior to commencement of the work. Coordinate the schedule around Agency's work requirements.

Furnish all materials, labor, and equipment necessary to complete all work as indicated by these specifications. The completed work consists of the installation of a fuel storage tank and handling system to be located on Lot 98, the Grounds Section maintenance yard. Furnish any incidental work, materials, labor and equipment that are necessary to complete the work, even if such incidental work is not explicitly included in the contract documents.

Any equipment contracted for prior to receipt of the signed purchase order and written Notice to Proceed letter shall be at the Bidder's risk.

**Documents:**

This Request for Quotations also incorporates the attached documents:

1. The WV Purchasing Division "Request for Quotation" and "General Terms and Conditions".
2. Drawings:
  - Attachment 1: GSD116466 Drawing - Site Plan
  - Attachment 2: GSD116466 Drawing - Plan & Notes
3. Attachment 3: Specifications- Protected Fuel Vaults
4. Attachment 4: GSD116466 Bid Form

**Contract Period:**

The Contract shall be completed within **Ninety (90)** calendar days from the issuance of the written Notice to Proceed. In accordance with the West Virginia State Code 5A-3-4(8), Contractor agrees that liquidated damages shall be imposed at the rate of \$100.00 per day for failure to complete the project within the contract period. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other additional remedy to which the State or Agency may have legal cause for action including further damages against the Contractor.

State of West Virginia  
General Services Division

Lot 98 Fuel Vaults  
Project No. GSD 116466

**Definitions:**

- A. "Agency", as herein stated, shall mean The Department of Administration, General Services Division.
- B. "Contractor", as herein stated, shall mean the vendor or service organization contracted by these specifications.
- C. "The Contract", as herein stated, shall mean the agreement between the Owner and the Contractor to provide the services as herein specified.
- D. "Agency Representative", as herein stated, shall be defined as that person so designated by the Director of the General Services Division.
- E. "Architect/Engineer", as herein stated in these Contract Documents shall refer to the General Services Division.

**Payment:**

Upon completion of the Contract, the Contractor shall submit one invoice. The invoice shall be signed in blue ink. Deliver invoice to:

General Services Division  
Attn: Business Manager  
1900 Kanawha Blvd. East  
Building 1, Room MB-68  
Charleston, West Virginia 25305

All work shall be inspected and approved prior to payment. Contractor shall submit certified payrolls with the invoice.

**General Conditions:**

1. The Contractor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State, or municipal, along with all regulations, and ordinances of any regulating body.
2. The Contractor shall pay any applicable sales, use, or personal property taxes, arising out of this Contract and the transactions contemplated thereby. Any other taxes levied upon this Contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the Contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this Contract.
3. Contractor shall be responsible for parts and materials as follows:
  - a) The Contractor shall supply all tools, tool accessories, personal safety equipment and supplies necessary to execute the responsibilities of this Contract.
  - b) Contractor shall furnish a warranty of twelve (12) months for labor and materials.

State of West Virginia  
General Services Division

Lot 98 Fuel Vaults  
Project No. GSD 116466

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**Bonds and Insurance:**

Refer to Purchasing Division's 'Request for Quotation' for requirements on bonding; insurance; wage rates; "Foreign made aluminum, glass and steel in Public Works Projects", and other project requirements.

**Submittals:**

All submittals for this project shall be reviewed and approved by the General Services Division Architectural/Engineering Section.

**Project Closeout:**

1. Closeout documents, including marked-up shop drawings shall be submitted in bound format prior to final application payment.
2. Final cleanup shall be completed prior to final acceptance.
3. Submit As-Built Drawings and record documents.
4. Submit "Affidavit of Payment of Debts and Claims."

**Final Inspection:**

The final inspection will be conducted by a Project Manager from the General Services Division, Architectural / Engineering Section.

Work found to be in accordance with the Contract Documents will be accepted as complete for final acceptance. Unacceptable work, or work not in accordance with the Contract Documents shall be removed, replaced, changed or cleaned as required to meet requirements of Contract Documents prior to final acceptance. Final acceptance does not waive or release Contractor to conform to the Contract Documents.

Final payment shall not be made until all work is finally accepted.

**Limits of Work**

Work areas will be limited to those spaces required for access to the Loading Dock doors.

Some interior space may be utilized for temporary (overnight) storage of equipment and tools. Coordinate storage needs with the GSD Building Manager.

Agency facilities shall remain in use during this contract. Contractor shall work with the Building Manager and Protective Services to coordinate the temporary access to work areas and otherwise provide for the Contractor needs to complete work. Contractor shall minimize disruption to Capitol work areas and loading dock access.



State of West Virginia  
General Services Division

Lot 98 Fuel Vaults  
Project No. GSD 116466

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### **Use of Facilities**

Contractor shall be permitted reasonable use of building utilities including power, water and sanitary sewage disposal as required for conducting the work. Coordinate the location of service connections or use of receptacle with the building manager to avoid overloading existing circuits.

### **Contractor Schedule:**

Provide overall project schedule within seventy-two hours of Notice to Proceed.

Provide a proposed construction schedule indicating areas to be worked. Where coordination or disruption of occupants may be required, provide at least one week's advance notice prior to conducting work in those areas. Adhere to schedule provided and coordinate with through Project Manager.

### **Waste Removal**

Contractor shall make arrangements for the collection and disposal of Contractor's waste and construction related debris. Debris shall be removed on a daily basis.

### **Contractor Visitor Badges**

The Capitol Campus is a semi-secure facility. Contractor shall provide a list of all personnel working on this project. This list shall include a copy of a valid driver's license or other legal identification and include date of birth. All proposed workers may be subjected to a criminal history / driver's license background check prior to being permitted to work in state buildings. Workers shall carry valid Contractor Photo ID Badges to be worn when working in the building. Under no circumstances shall a worker be assigned to this project without the validation first being submitted to the General Services Division and approval given.

### **Work Restrictions:**

Work shall be generally performed inside the existing building during normal business working hours of 7:00 am to 5:00 pm, Monday through Friday, except state recognized holidays.

This is a non-smoking building: Smoking is not permitted within the building or near entrances, operable windows or outdoor air intakes.

### **Parking**

No parking is available on the project site. Parking in non-designated areas is not permitted. A limited number of spaces will be allocated for contractors vehicles near the project site. Parking for Contractor's personnel will be available in the designated contractor's parking area near Laidley Field. Provisions will be made for locating refuse dumpsters if required by the project.

State of West Virginia  
General Services Division

Lot 98 Fuel Vaults  
Project No. GSD 116466

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Use of loading dock areas for parking is strictly prohibited.

With prior approval, contractor's vehicles may be brought on-site for loading & unloading or to provide equipment necessary for conducting the work. Vehicles not necessary for conduct of work shall be removed from site within one-half hour.

#### **Building Access**

The site is available from 7:00 am to 5:00 pm. Extended work hours may be acceptable if approved by the Agency. This building is a semi-secure location. Access to the building shall be coordinated with the Agency. Contractor shall not leave open doors unattended and shall close doors when not in use.

#### **Codes:**

All work is to be performed in compliance with applicable Federal and State codes including but not limited to the International Building Code, International Mechanical Code, Life Safety Code, NEC, OSHA, UL, ANSI, ASME and related standards.

#### **Safety:**

Perform all work in compliance with applicable safety regulations. Work shall be subject to verification and inspection by Agency Safety representatives. Such verification shall not relieve the Contractor from meeting all applicable safety regulations and inspection by other agencies.

Notify Agency if suspected hazardous materials are encountered. Any areas requiring abatement will be provided by the Agency under a separate contract.

#### **Hot Work Permit:**

Contractor shall obtain Agency's permission prior to performing any work that requires an open flame, creates sparks, use's equipment that creates combustible temperatures, or performs any work that could result in a fire hazard. Agency will review work area and issue a 'Hot Work Permit' prior to Contractor commencing work. Note that the Contractor must take proper precautions and may be required to provide a Fire Watch as a condition of the permit.

#### **Workmanship:**

Contractor shall complete all work in a neat and workmanlike manner. All work shall be done using new materials in a manner that meets commercial quality standards. Work shall be neat, true, plumb and square, as applicable. Contractor shall verify all dimensions.

#### **Warranty:**

In addition to individual material warranties, Contractor shall warranty all work for a period of one year from the date of Substantial Completion.

**SECTION - PROTECTED FUEL VAULTS****PART 1 - GENERAL****1.1 SUMMARY**

- 8700 →
- 6900 TANKS →
- A. This Section specifies 'Protected' and 'Fire Resistant' steel fuel vaults and accessories including a 1000 gallon Gasoline and 500 gallon Diesel Vaults.
  - B. The intended purpose of the tanks is to store and dispense petroleum products including gasoline and diesel fuels.
  - C. Provide complete tanks with matching accessories as specified herein, delivered to the site, set up and ready for use.

**1.2 SUBMITTALS**

- A. **Product Data:** Provide product data for each size of tank specified including capacity, dimensions and required clearances.
- B. **Shop Drawings:** For steel tanks and accessories. Provide complete product data, including dimensioned drawings, cut sheets and necessary material test reports or certificates.
- C. **Instruction Manuals:** Provide three (3) copies of operating manuals and parts lists for applicable accessories. Submittal shall include a chart showing the actual capacity of the tank and calibrations in inches showing the fuel available (in gallons) at low level, mid level, 80% filled and 90% filled for each specific tank.

**1.3 QUALITY ASSURANCE**

- A. **Manufacturer Qualifications:** Manufacturer shall be a licensed member company of the Steel Tank Institute and subject to Steel Tank Institute's Quality Assurance program.
- B. Products and work shall be in accordance with NFPA 30 and 30A.
- C. Vaults shall meet applicable Underwriter's Laboratory (UL) standards, including UL 2245 for construction and UL 2085 for Containment of Protected Tanks.
- D. Wiring shall be in accordance with NFPA 70.
- E. **Preinstallation Conference:** Conduct conference at Project site prior to delivery and installation.

**1.4 WARRANTY**

- A. The contractor warrants to the Owner that all fuel storage tanks furnished under this specification shall be new, of good workmanship, and agrees to replace promptly any part or

parts which by reason of defective material or workmanship shall fail under normal use within a one year period from date of installation.

## PART 2 - PRODUCTS

### 2.1 GENERAL

- A. Provide, deliver and install fuel vaults on concrete pads. Provide electrical connections to fuel dispensers and monitoring systems. Installed vaults shall be ready for use.

### 2.2 STEEL TANKS

- A. Provide fireguard, double-wall, fire protected lightweight above-ground fuel storage vaults.
- B. Vaults shall have the following capacities:
  - 1000 gallon Gasoline
  - 500 gallon Diesel
- C. Vaults shall bear the Steel Tank Institute Fireguard Identification Label, the Underwriter's Laboratory UL 2245 label for construction and the Underwriter's Laboratory UL 2085 label for containment of protected tanks. Vaults shall also meet the requirements for protected tank as defined by the IFC and NFPA 30 and the National Electric Code NFPA 70.
- D. Tanks shall consist of an inner steel wall, a containment liner separated by insulation and an outer concrete vault. A lightweight monolithic thermal insulation material shall be placed in the tank's interstitial space by the manufacturer. This thermal insulating material shall allow liquid to migrate through the interstice to the monitoring point, shall not be exposed to weathering and shall be protected by the outer containment vault.
- E. Integral secondary containment shall be testable and provide access for interstitial leak detection monitoring.
- F. UL listed supports shall be used shall be used for horizontal cylindrical and rectangular tanks.
- G. All openings shall be from the top only. Openings shall be made with threaded nipples.
- H. Finish: Provide two coats of commercial quality, high-build, white epoxy enamel paint.
- I. The tank shall have support pads on the base to provide for visual inspection. These pads shall provide a two to six inch space between the foundation pad and the underside of the tank.
- J. Lifting lugs shall be provided and the units shall be designed to be moved utilizing heavy equipment.

### 2.3 FUEL DISPENSER

- A. Provide a 110 volt, 11 gallon per minute capacity at the nozzle fuel dispenser (15 gpm for diesel dispenser).
- B. The dispenser shall be UL listed with a single hose, single product, unlighted type. The operation of the dispenser shall only require removing the nozzle and flipping one lever, which automatically resets the output register and starts the pump.
- C. The pumping system shall include a metering system that can be manually calibrated in US gallons. Recalibration of the metering device shall be performed by following a simple procedure that requires turning of a 'calibration' screw.
- D. The metering components shall be housed within a cabinet. The register shall have a resettable readout plus totalizer readout. Readout can either be a mechanical wheel type or electronic using LCD or equivalent in function.
- E. Emergency Shut-off Valve: The emergency shut-off valve shall be located underneath the dispensing unit in the supply line from the tank. It shall be mounted rigidly to the dispenser brackets such that if an impact dislodges the dispenser, the valve automatically closes. The valve shall include a fusible link which automatically closes the valve if the temperature reaches 165 degrees F.
- F. The dispenser shall be mounted on top of or on a vertical side of the tank unit. The height of the register shall be a minimum of five feet above the ground level. If the tank height precludes the dispenser from being mounted on the top surface, then the register shall be mounted on the side.
- G. A control shall be provided that will permit the pump to operate only when the dispensing nozzle is removed from its bracket or normal position with respect to the dispensing unit, and the switch in this dispensing unit is manually activated.
- H. A solenoid valve shall be provided in the delivery piping located at the top of the tank unit. This valve shall be controlled by the pump control electrical circuitry such that the valve is open when the pump is on and is closed to prevent siphoning when the pump is off. A valve shall be provided to relieve system pressure which develops between the closed solenoid valve and the delivery nozzle during hot weather or hot sun loading.
- I. Only listed nozzles may be used for dispensing Class I liquids. The nozzle valve shall:
  - 1. Have a spout that will break off at 150 pounds or less;
  - 2. Will automatically shut off when dropped from a height of 22 inches to a concrete floor;
  - 3. Has been pressure tested to 10 psi;
  - 4. Has a poppet seat that has been pressure tested to 50 psi;
  - 5. Will shut off automatically at a minimum flow rate of 5 gpm;
  - 6. Can be reasonably be expected to operate without malfunctioning due to mechanical failure in excess of 100,000 cycles under laboratory conditions; and

- 7. Automatically shut-off fuel nozzle when tank is full.
- J. Gasoline hose: The dispensing breakaway and whip hose shall be  $\frac{3}{4}$  inch diameter and at least twelve feet long. An automatic nozzle with locking device shall be provided. The nozzle shall be connected to the hose with a non-corrosive double swivel joint.
- K. Diesel hose: The dispensing breakaway and whip hose shall be 1 inch diameter and at least twelve feet long. An automatic nozzle with locking device shall be provided. The nozzle shall be connected to the hose with a non-corrosive double swivel joint.
- L. All exposed attaching brackets shall be galvanized, epoxy painted or a suitable surface coating to protect against exposed weather elements.

#### 2.4 FILL VALVE & OVERFILL CONTAINMENT

- A. The fill pipe shall be fitted with a gradual acting type level control valve, which reduces the flow to approximately two gallons per minute and is set to be fully closed when the tank is 95% full. The valve size shall be 2 inch diameter. Valves with mechanisms that snap closed are not acceptable.
- B. A spill containment chamber with a capacity required by code and a manually operated drain valve shall be provided. The valve is to drain any spills resulting from disconnecting the fill hose. The tank fill port shall have an adapter fitting that mates with the fill hose. The adapter fitting shall have a lockable protective cap for use when the tank is not being filled.
- C. The tank shall be provided with a float type sensor installed in the tank and pre-set to signal the 90% full level. The overfill system shall be UL listed and meet the requirements of NFPA 30.

#### 2.5 TANK INDICATOR GAUGE

- A. Provide a direct reading "E - F" tank mounted float type indicator gauge that is correctly located so that it is clearly visible to the fuel delivery operator during filling. The gauge shall provide an indication of the nominal amount of product in the tank. Indicator readout may be in inches, percent tank fill or fraction of tank fill.

#### 2.6 STICK GAUGE AND STICK GAUGE PORT

- A. The tank unit shall be provided with a 'stick gauge' port that has a locking flip top cap. A suitably sized impact plate shall be welded to the bottom of the tank where the stick gauge contacts the inner surface. A non-corrosive calibrated stick gauge shall be provided with each tank assembly.

#### 2.7 LEAK DETECTION

- A. A leak detection system shall be installed in the interstitial space. This detector shall sense leakage of the petroleum product. The sensor shall provide a signal to the alarm panel.
- B. The alarm panel shall be provided in a location clearly visible to the fuel delivery operator.

- C. Provide manufacturer's standard thru-tank leak detector tube allow for physical check-up and monitoring capability

## 2.8 EMERGENCY VENTS

- A. Primary steel tanks (2000 gallons and smaller) shall be furnished with a UL listed, six inch diameter, 'emergency vent' valve.
- B. Secondary container emergency vent: Where the interstitial space is enclosed, it shall be provided with emergency venting per NFPA 30, section 2-3.6.

## 2.9 STANDARD RELIEF VALVE AND VENT

- A. A minimum 2 inch diameter vent shall be provided, which terminates twelve feet above grade. The normal vent pipe assembly will be shipped loose and field installed. A pressure vacuum relief valve shall limit the internal tank pressure to 1 psig and the vacuum to 1 oz psig. Provide a water resistant vent cap.

## 2.10 SPARE OPENINGS

- A. A two inch diameter capped access port shall be provided.

## 2.11 SIGNAGE

- A. Provide "No Smoking" Labels for each of the four sides of the tank to be applied after finish painting.
- B. Provide "GASOLINE" and "DIESEL" labels for each of the four sides of the tanks to be applied after finish painting.

## PART 3 - EXECUTION

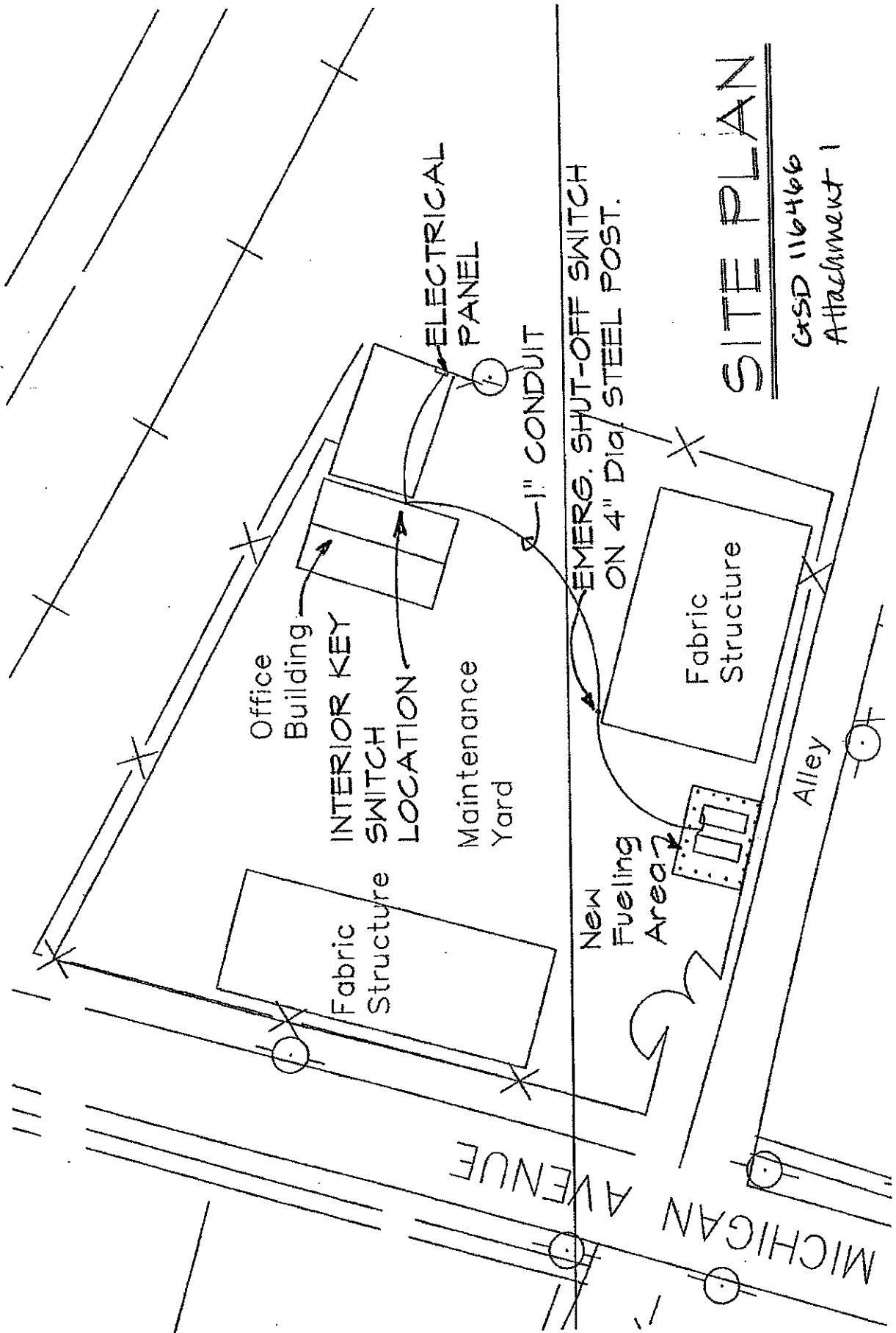
### 3.1 INSTALLATION

- A. Tank supplier to deliver and install tanks on concrete pad.

### 3.2 TRAINING

- A. Provide three (3) copies of operating manuals and parts lists for applicable accessories. Submittal shall include a chart showing the actual capacity of the tank and calibrations in inches showing the fuel available (in gallons) at low level, mid level, 80% filled and 90% filled for each specific tank.
- B. Instruct Owner's personnel in proper operation and maintenance of tanks and dispensing units.

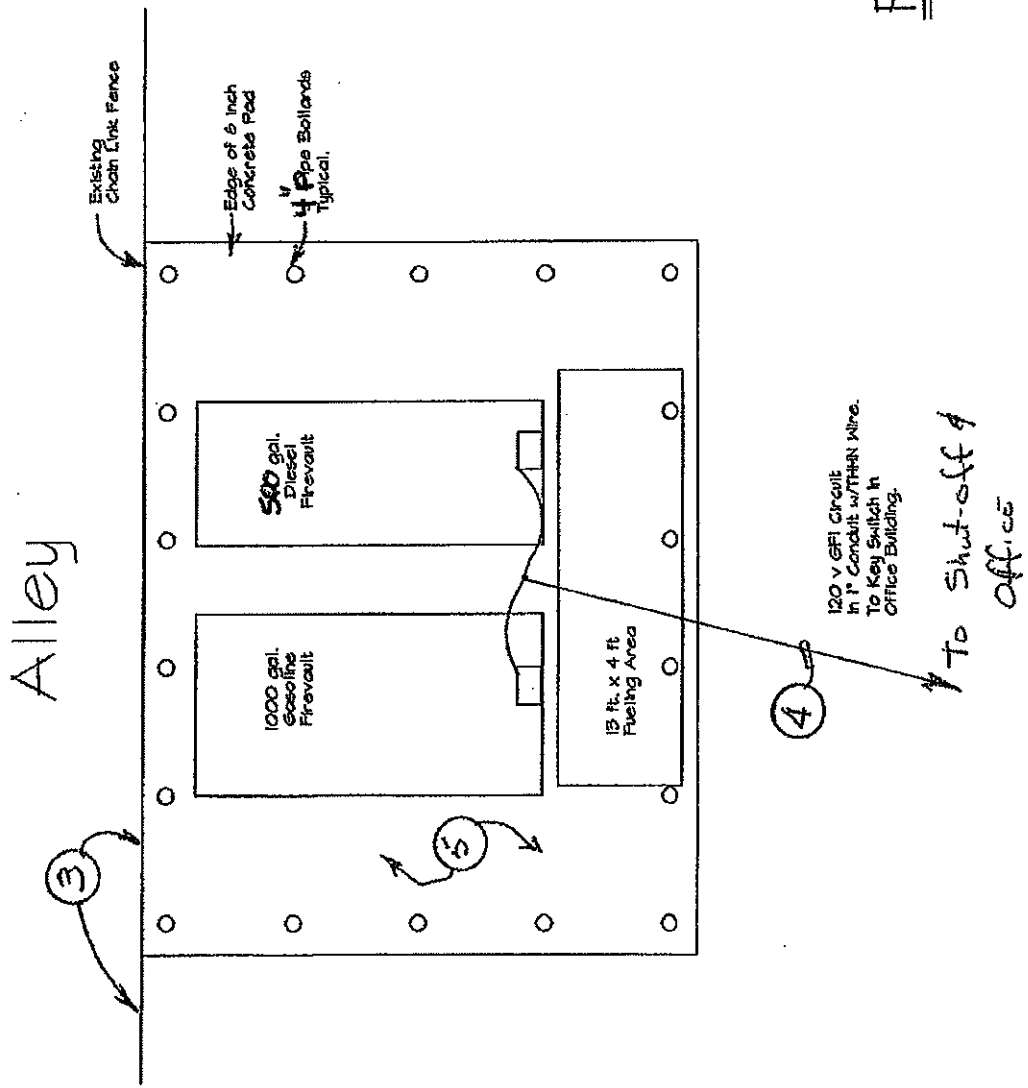
END OF SECTION



# SITE PLAN

GSD 116466  
Attachment 1





**GENERAL NOTES:**

1. Provide 6 inch concrete pad on 6 inches of #7 gravel fill.
2. Install 4 inch diameter, concrete filled steel pipe bollards in 16 inch diameter by 4 feet deep concrete filled hole. Steel bollards shall project 4 feet above the finished slab.
3. Existing chain link fence to remain. Maintain security of entire site during construction.
4. Cut existing asphalt paving as required to install conduit. Backfill with compacted soil, 6 inch gravel in upper twelve inches and then 6 inches of either concrete fill or asphalt paving.
5. Concrete slab shall be 3,000 psi concrete with 6% air entrainment, max 3 inch slump. Reinforce with 6 inch x 6 inch welded wire mesh. Camberedge of slab 1/4 inch.
6. Provide Emergency Shut-off Switch mounted at 50 inches on four inch diameter steel pole. Pole construction to match bollards. Interconnect with conduit from office Building to new Vallis.

**PLAN & NOTES**

GSD 116466  
Attachment 2

State of West Virginia  
General Services Division

Lot 98 Fuel Vaults  
Project No. GSD116466

**GENERAL SERVICES DIVISION**  
**FUEL VAULT TANKS,**  
**PAD AND INSTALLATION**  
**Capitol Campus - Lot 98**  
**BID OR PROPOSAL**

OVAL CONSTRUCTION MANAGEMENT, LLC  
NAME OF BIDDER

PO BOX 401, CHARLESTON, WV 25322  
ADDRESS OF BIDDER

(304) 347-8820  
PHONE NUMBER

WV 037157  
WV CONTRACTOR'S LICENSE NUMBER

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to bidders, drawings, and specifications, hereby propose to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding Documents.

**BASE BID:** All labor, materials and equipment as stipulated in the Bidding Documents.

**BASE BID AMOUNT for Two Fuel Vaults, Pumps, Pad and other specified work:**

EIGHTY-FIVE THOUSAND DOLLARS  
(\$ 85,000.00 )

*(Total to be written in figures and words.)*

The Bidder, if successful and awarded the contract, agrees that all work is to be complete within Ninety (90) consecutive calendar days following receipt of the OWNER'S written notice to proceed. For each calendar day of delay in achieving completion, the Contractor shall be liable for, and shall pay the OWNER liquidated damages in the amount of \$100.00 per day.

No work shall be performed prior to receipt of a signed Purchase Order and Notice to Proceed issued by the Owner. Any materials contracted for prior to the receipt of the OWNER'S written Notice to Proceed shall be at the Bidder's risk.

State of West Virginia  
General Services Division

Lot 98 Fuel Vaults  
Project No. GSD116466

RESPECTFULLY SUBMITTED:

DATE: MAY 9, 2011

WV VENDOR NUMBER: 1030-0263

BY:   
(Signature in ink)

TITLE: JAMES R. CARNEY, JR. - MANAGING MEMBER

FIRM NAME: OVAL CONSTRUCTION MANAGEMENT, LLC

ADDRESS: P.O. Box 401, CHARLESTON, WV 25322

References:

Reference Name: ROBERT KRAUSIE  
Position: \_\_\_\_\_  
Address: CHARLESTON, WV  
Telephone Number: \_\_\_\_\_  
Project Name: CULTURAL CENTER GIFT SHOP  
Project Description: " " " "

Reference Name: DOUG HARTLEY  
Position: ASSIT. GENERAL MANAGER  
Address: CHARLESTON, WV  
Telephone Number: 304.343.3840  
Project Name: LET BUS GARAGE ADDITION  
Project Description: " " " "

Reference Name: CHRIS KNOX  
Position: CITY ENGINEER (CHARLESTON)  
Address: CHARLESTON, WV  
Telephone Number: 304.546.0442  
Project Name: CHARLESTON RIVERFRONT PARK  
Project Description: CAUDRY & OVERLOOK FOUNDATIONS

# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:** WV037157

**Classification:**

GENERAL BUILDING


OVAL CONSTRUCTION MANAGEMENT LLC  
DBA OVAL CONSTRUCTION MANAGEMENT LLC  
PO BOX 401  
CHARLESTON, WV 25322


**Date Issued**

MAY 20, 2011

**Expiration Date**

MAY 20, 2012

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board

**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.



State of West Virginia  
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT  
West Virginia Code §21-1D-5

STATE OF WV

COUNTY OF KANAWHA, TO-WIT:

I, JAMES R. CARNEY, Jr., after being first duly sworn, depose and state as follows:

- 1. I am an employee of OVAL CONSTRUCTION MANAGEMENT, LLC; and,  
(Company Name)
- 2. I do hereby attest that OVAL CONSTRUCTION MANAGEMENT, LLC  
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

The above statements are sworn to under the penalty of perjury.

OVAL CONSTRUCTION MANAGEMENT, LLC  
(Company Name)

By: 

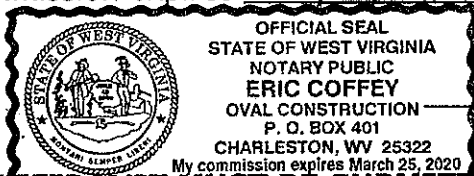
Title: MANAGING MEMBER


Date: MAY 9, 2011

Taken, subscribed and sworn to before me this 9th day of MAY 2011.

By Commission expires 3/25/20

(Seal)



  
(Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Oval Construction Management, LLC  
of P.O. Box 401, Charleston, WV 25322, as Principal, and Ohio Farmers Insurance  
Company of Westfield Center, Ohio, a corporation organized and existing under the laws of the State of Ohio  
with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of Total Amount Bid (\$ 5%) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
**GSD116466: Installation of Fuel Tanks on Lot 98 at the WV State Capitol Complex**  
**Charleston, WV**

**NOW THEREFORE,**

(a) If said bid shall be rejected, or  
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached  
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the  
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full  
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,  
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby  
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
9th day of June, 20 11.

Principal Corporate Seal

Oval Construction Management, LLC

(Name of Principal)

By 

(Must be President or  
Vice President)

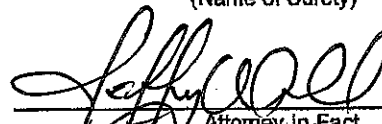
MANAGING MEMBER

(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company

(Name of Surety)

  
Attorney-in-Fact

**IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals  
must be affixed, a power of attorney must be attached.**

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 05/09/07, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 4752402 00

General  
Power  
of Attorney

**Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**A. L. STANCHINA, C. DAVID THOMAS, RICHARD L. HIGGINBOTHAM, ROSEANN B. DYE, BUNNIE MARIE PERRINE, JEFFERY O'DELL, ROBIN M. HUBBARD-SHERROD, JOINTLY OR SEVERALLY**

of CHARLESTON and State of WV its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-In-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 09th day of MAY A.D., 2007.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By: **Richard L. Kinnaird, Jr., Senior Executive**

State of Ohio  
County of Medina ss.:

On this 09th day of MAY A.D., 2007, before me personally came **Richard L. Kinnaird, Jr.** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, Ohio**; that he is **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



**William J. Kahelin, Attorney at Law, Notary Public**  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 9th day of June A.D., 2011

  
**Frank A. Carrino, Secretary**

RFQ No. GSD116466

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**West Virginia Code §5A-3-10a states:** No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**DEFINITIONS:**

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: OUAL CONSTRUCTION MANAGEMENT, LLC

Authorized Signature: [Signature] Date: MAY 9, 2011

State of WV

County of KANAWHA, to-wit:

Taken, subscribed, and sworn to before me this 9<sup>th</sup> day of MAY, 20 11.

My Commission expires 3/25, 2020.

**AFFIX SEAL HERE**

NOTARY PUBLIC ERIC COFFEY

