



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

## Solicitation

|          |
|----------|
| NUMBER   |
| DEP15908 |

|      |
|------|
| PAGE |
| 1    |

|                                         |
|-----------------------------------------|
| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
| GUY NISBET<br>304-558-8802              |

|                            |                             |              |
|----------------------------|-----------------------------|--------------|
| V<br>E<br>N<br>D<br>O<br>R | *709060315                  | 304-422-0025 |
|                            | J C BOSLEY CONSTRUCTION INC |              |
|                            | PO BOX 67                   |              |
|                            | MINERAL WELLS WV 26150      |              |

|                            |                                               |              |
|----------------------------|-----------------------------------------------|--------------|
| S<br>H<br>I<br>P<br>T<br>O | ENVIRONMENTAL PROTECTION                      |              |
|                            | DEPARTMENT OF                                 |              |
|                            | ENVIRONMENTAL REMEDIATION                     |              |
|                            | 601 57TH STREET SE<br>CHARLESTON, WV<br>25304 | 304-926-0499 |

|              |
|--------------|
| DATE PRINTED |
| 11/21/2012   |

BID OPENING DATE:

01/03/2013

BID OPENING TIME 1:30PM

| LINE                                                                                                                                                                                                                                                                | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----|----------|-------------|------------|--------|
| 0001                                                                                                                                                                                                                                                                | 1        | EA  |          | 962-73      |            |        |
| REMOVAL OF UNDERGROUND STORAGE TANKS & ASSESSMENTS                                                                                                                                                                                                                  |          |     |          |             |            |        |
| REQUEST FOR SOLICITATION (RFQ)                                                                                                                                                                                                                                      |          |     |          |             |            |        |
| THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S DIVISION OF LAND RESTORATION, SEEKS BIDS TO PROVIDE THE REMOVAL OF UNDERGROUND STORAGE TANKS (UST) AND SITE ASSESSMENTS FOR ALL OF WEST VIRGINIA. |          |     |          |             |            |        |
| ***** THIS IS THE END OF RFQ DEP15908 ***** TOTAL: \$ 3,457,975.00                                                                                                                                                                                                  |          |     |          |             |            |        |
| 01/02/13 11:12:19 AM<br>West Virginia Purchasing Division                                                                                                                                                                                                           |          |     |          |             |            |        |

|                     |                                   |        |
|---------------------|-----------------------------------|--------|
| SIGNATURE           | TELEPHONE                         | DATE   |
|                     | 304-422-0025                      | 1-3-13 |
| TITLE               | ADDRESS CHANGES TO BE NOTED ABOVE |        |
| Secretary/Treasurer | 55-0691657                        |        |

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

### INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening.

☐ A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

☐ A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline:

December 07, 2012 at 2:00 PM EST.

Submit Questions to:

Guy Nisbet, Senior Buyer

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax: 304.558.4115

Email: Guy.L.Nisbet@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division  
2019 Washington Street East  
P.O. Box 50130,  
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

**SEALED BID**

BUYER: \_\_\_\_\_

SOLICITATION NO.: \_\_\_\_\_

BID OPENING DATE: \_\_\_\_\_

BID OPENING TIME: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus  convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE:    ☐ Technical  
                   ☒ Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

**Bid Opening Date and Time:**

January 03, 2013 at 1:30 PM EST.

**Bid Opening Location:**

Department of Administration, Purchasing Division  
 2019 Washington Street East  
 P.O. Box 50130,  
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**GENERAL TERMS AND CONDITIONS:**

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
  - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  - 2.5 **"Purchase Order"** 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 successful bidder and Contract holder.
  - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
  - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8 **"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:** This Contract becomes effective on   
  
 and extends for a period of  year(s).

**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 must be submitted to the Purchasing Division Director 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. Renewal of this Contract is limited to  successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Reasonable Time Extension:** At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- ☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within  days.
- ☐ **One Time Purchase:** The term of this Contract shall run for one year from the date the Purchase Order is issued or from the date the Purchase Order is issued until all of the goods contracted for have been delivered, whichever is shorter.
- ☐ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
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 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.
6. **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.
7. **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.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
  - ☐ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

- ☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

- ☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- ☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

- ☒ **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

- ☒ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

- ☒ **Commercial General Liability Insurance:**

or more.

- ☐ **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

- ☒ **Comprehensive Vehicle Liability Insurance** \$1,000,000.00 or more. ☒

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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- | | **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount

|                                        |     |                                     |
|----------------------------------------|-----|-------------------------------------|
| One Hundred dollars (\$100.00) per day | for | failure to meet specified deadlines |
| as established in the Work Directives. |     |                                     |

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.

**13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

**14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

**15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**16. 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.

**17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

**18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

**20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

**21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **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.
24. **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 cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
25. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **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.
28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

30. **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.
31. **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). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
32. **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.
33. **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.
34. **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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
35. **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.
36. **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.
37. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

**38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.

**39. 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>.

**40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

**41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.

**42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order 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.

**43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall 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.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☒ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

**45. 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.

- 46. 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.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any 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.
- 50. 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.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

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.

**52. 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 heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. 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

- b. 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.

**53. 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.

**ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: J.C. Bosley Construction, Inc.

Contractor's License No. WV003012

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a purchase order/contract.

2. **DRUG-FREE WORKPLACE:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.
3. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
4. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

c. **Required Information.** The subcontractor list shall contain the following information:

- i. Bidder's name
  - ii. Name of each subcontractor
  - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
  - iv. Notation that no subcontractors will be used if the bidder will perform the work
- d. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
- e. **Substitution of Subcontractor.** Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:
- i. The subcontractor listed in the original bid has filed for bankruptcy;
  - ii. The subcontractor in the original bid has been debarred or suspended; or
  - iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.
5. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Environmental Protection, Office of Environmental Remediation, to establish an open-end contract for Environmental Site Assessments and Removal of Abandoned Underground Storage Tanks (USTs) for all of West Virginia. Contracts may be awarded to up to three (3) Vendors in order to ensure coverage of and availability for the entire State. There will be no engineering services for this contract. **Maximum project expenditures shall not exceed \$25,000 per project.**
  
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Desired Service” or “Desired Services”** means the list of items identified in Section III, Subsection 1 below.
  - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
  - 2.3 **“RFQ”** means the official RFQ published by the Purchasing Division and identified as DEP15908.
  - 2.4 **“UST”** means the Underground Storage Tank
  - 2.5 **“WV811”** means the not-for-profit, private corporation whose purpose is to receive notification of proposed excavation, demolition or other earth disturbing activities from persons planning to do such work.
  
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Desired Services and Mandatory Requirements:** Vendor shall provide Agency with the Desired Services listed below on an open-end and continuing basis. Additional information is contained in Attachment A. Desired Services must meet or exceed the mandatory requirements as shown below.

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**3.1.1** The Vendor shall provide all services to properly close/remove multiple underground storage tanks varying in sizes and perform environmental site assessments at various locations throughout West Virginia.

**3.1.1.1** The Vendor will be responsible for complying with any and all health and safety requirements related to the work, including, but not limited to, employees, traffic control, and utility location verification.

**3.1.1.2** In accomplishing services to fulfill the requirements of the contract, neither the Vendor nor his sub-Vendor shall create any adverse environmental effects, and shall be responsible for compliance with all applicable local, state and federal environmental and occupational health and safety laws and regulations pertinent to the work.

**3.1.1.3** The Vendor shall be responsible for contacting WV811 and complying with all provisions in SECTION XIV: West Virginia Chapter 24-C.

**3.1.1.4** The Vendor will be held responsible for all cost associated for replacing or repairing any utilities damaged by the Vendor.

**3.1.1.4.1** WVDEP will not reimburse Vendor for any repair or replacement of any such damaged utility. WVDEP will not pay any down time due to utility damage/repair or any other unforeseen reasons.

**3.1.1.5** Underground Storage Tank closures and Environmental Assessments shall be in accordance with all Federal and State regulations.

**3.1.1.5.1** The successful Vendor must have an individual present at the underground storage tank (UST) or assessment site and exercise supervisory control over the closure (removal/close in place).

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- 3.1.1.6 The Vendor must have a "Class B" WVDEP certified person on site during closures of USTs as required by State Regulations. (Vendor must provide "Class B" certification information as directed on Attachment B.)
- 3.1.1.7 All boring/drilling, monitoring well installation and abandonment activities must be done in accordance with 47CSR59 "Monitoring Well Regulations" and 47CSR60 "Monitoring Well Design Standards". (Vendor must provide Monitoring Well Driller certification information as directed on Attachment B.)
- 3.1.1.8 Vendor's site essential personnel shall have completed the mandatory 40 hour health and safety training course, with annual refresher, in accordance with the requirements of the Occupational Safety and Health Administration 29CFR 1910.120. (Vendor must provide OSHA training information as directed on Attachment B.)
- 3.1.1.9 The Vendor shall be responsible for obtaining and complying with any and all city and county ordinances, such as building or demolition permits, etc.
- 3.1.1.10 The Vendor shall be responsible for paying and/or securing all taxes, permits, fees, compensation, and any other items necessary to render and hold the WVDEP and the property owner free and harmless from all claims arising from services performed under this contract.
- 3.1.1.11 Prior to commencement of work, the Vendor's equipment shall be inspected by and shall be subject to the approval of the WVDEP. WVDEP also reserves the right to inspect the equipment at any time after it is delivered to the site. If WVDEP deems the equipment delivered to the site to be unsatisfactory, or if WVDEP determines the equipment to be unsatisfactory in a subsequent inspection, then Vendor shall immediately remove the equipment

from the site and obtain replacement equipment that is satisfactory to WVDEP. Frequent breakdowns of the equipment may be cause for finding the equipment unsatisfactory.

**3.1.1.12** The cost of personal protective equipment (PPE) must be included in the Vendor's cost for any line item that may expose the worker to any such hazards.

**3.1.1.12.1** OSHA requires the use of personal protective equipment (PPE) to reduce employee exposure to hazards when engineering and administrative controls are not feasible or effective in reducing these exposures to acceptable levels. Employers are required to determine if PPE should be used to protect their workers.

#### **4. CONTRACT AWARD:**

**4.1 Contract Award:** Up to three qualified Vendors may be awarded a contract under this RFQ. The Vendor meeting specifications that provides the lowest Total on the Pricing Page shall be awarded the first priority Contract, the Vendor meeting specifications that provides the second lowest Total on the Pricing Pages shall be awarded the second priority Contract, and the Vendor that provides the third lowest Total on the Pricing Page shall be awarded the third priority Contract.

Work Directives will be issued for individual or multiple sites or projects in accordance with the criteria set forth in this RFQ. **All work is expected to be issued in an expeditious manner and must be completed within the timeframes set forth in the work directive.**

**4.2 Pricing Pages:** Vendor should complete the Pricing Pages by filling in the Unit Price, Amount and Total spaces. The Amount is the Unit Price multiplied by the Quantity. The Total is the sum of the Amount column. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Desired 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.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion.

Pricing Pages line item descriptions are provided on Attachment A.

## 5 ORDERING AND PAYMENT

5.1 This is an indefinite quantity contract for the services specified in this RFQ for the period set forth herein. Delivery or performance shall be made in accordance with the provisions of this contract.

5.1.1 Work will be ordered by WVDEP by issuance of a Work Directive which shall include the location of the project site, the specific problem, the work to be performed, and the time frame during which the work must be completed.

5.1.2 A Work Directive may contain work directives for more than one site if the sites are in close proximity of each other.

5.1.3 The Work Directive shall be awarded in the following manner:

5.1.3.1 To the first lowest awarded Vendor.

5.1.3.2 If the Vendor accepts the work directive, then a work plan and cost proposal will be required from the Vendor in the timeframe as specified in the work directive. Expect expedited timeframes.

5.1.3.3 If the Vendor does not accept the work directive then the work directive will be offered to the 2nd awarded Vendor and then to the next Vendor in consecutive order of lowest bid until it is accepted and work is started.

5.1.3.4 The Vendor's submitted work plan and cost proposal which contains the quantity estimates shall be in accordance the unit prices provided in the response to this RFQ. If work plan and cost proposal is approved,

WVDEP will issue a Notice to Proceed which will specify cost of project and starting and ending dates.

5.1.3.5 The Vendor shall not begin work until a signed NOTICE TO PROCEED has been issued by the WVDEP.

5.1.3.6 Vendor is hereby notified that Work Directives may be issued with expedited time frames which may require the Vendor to mobilize to the site within a 24 hour period after the work directive is approved by the WVDEP.

5.1.3.7 Project costs should not exceed the amount of the Work Directive. Any changes pertaining to the Work Directive shall require written justification and approval from WVDEP prior to additional work being performed. **Maximum project expenditures shall not exceed \$25,000 per project.**

## 5.2 Invoicing & Payments

5.2.1 Payment to the Vendor will be made on the basis of the items and unit prices established in the Contract and the quantities thereof outlined in the Work Directive.

5.2.2 The Vendor shall submit an invoice within 30 days after the completion of work specified in the Work Directive. Invoices must be submitted for each individual project/work directive and must contain Project Name, Project Number, Work Directive number, LUST number, WV ID number, performance period (beginning and ending date work was performed). The Notice to Proceed date shall be the beginning of the performance period. The State may retain ten percent (10%) of each invoice to guarantee that all of the conditions of the contract have been met. This retainage may be held for a period of six (6) months. However, final payment (except for any retainage which may be held) will only be made after all work and reports specified in a Work Directive and this contract are delivered and accepted by the State. All invoices shall show labor and other expenses incurred during the billing period, work accomplished during the billing period and the work yet to be accomplished. Invoices showing costs (unit prices) not clearly identifiable will not be paid. Also,

no invoices will be paid in excess of amount on Work Directive. No payment(s) will be authorized for any work incurred as a result of any error on the part of the Vendor.

- 5.2.3 Before any invoice is processed for payment, the work performed during the specified timeframe shall be verified by an oversight Vendor hired by WVDEP and/or WVDEP's Project Manager overseeing the project.

## **6 ADDITIONAL INFORMATION & REQUIREMENTS:**

- 6.1 The State hereby notifies the Vendor that work is to be performed on property where the Vendor's employees may be exposed to petroleum contamination and other hazardous materials.
- 6.2 The WVDEP shall be responsible for obtaining the right of entries. The WVDEP shall be responsible for collection and analyses of soil and water samples during closure activities.
- 6.3 Work and services to be performed under this contract shall be subject to continuous monitoring and inspection by the State's authorized representatives.

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ATTACHMENT A  
LINE ITEM DESCRIPTIONS

1. Removal and proper disposal of petroleum contaminated water, rinsate and/or product.

This item will include all certified Class B personnel time, labor, equipment (i.e. vac truck), materials, manifests and disposal/recycling costs associated with the removal and recycling/disposal of petroleum-contaminated water and/or product. This item also includes water used for decontamination purposes. *(Do not include transportation cost of these liquids on this line -- use line item #2).* The vendor shall provide approved DOT-17C drums for containing the petroleum-contaminated water for recycling/disposal, if needed. This line item will not be paid until vendor provides submittal of proper disposal tickets. This item shall be paid on a per gallon basis.

2. Transportation of petroleum contaminated water, rinsate and/or product to disposal facility.

This item will include all costs for transporting the petroleum-contaminated liquids from the site to a proper disposal and/or recycling facility. This item shall be paid per mile based upon direct road mileage from the site to the disposal facility.

3. Purge vapors from UST to < 10 % LEL

This item shall include all certified Class B personnel time, labor, material, equipment, and all other ancillary equipment necessary to purge vapors from the UST to less than 10% LEL. This item shall be paid on a per tank basis.

4. Excavation and extraction of UST/piping from the ground.

This item shall include all certified Class B personnel time, labor, material, equipment, excavator, excavator operator and all other ancillary equipment necessary to excavate and extract the UST and associated piping from the ground. This item shall be paid on a per 1,000 gallon tank volume basis.

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ATTACHMENT A  
LINE ITEM DESCRIPTIONS

5. Cut openings and clean sludges from the UST.

This item shall include all certified Class B personnel time, labor, material, equipment, DOT drums, and all other ancillary equipment necessary to cut and clean the UST. This item shall be paid on a per tank basis.

6. Dispose/scrap cleaned UST.

This item shall include all labor, equipment, transportation and disposal costs for proper disposal of cleaned UST. This line item will not be paid until vendor provides submittal of proper disposal tickets. This item shall be paid on a per tank basis.

7. Disposal of tank cleaning sludges.

This item shall include all certified Class B personnel time, labor, equipment, materials, manifests and disposal/recycling costs associated with the removal and disposal of tank cleaning sludges. This line item will not be paid until vendor provides submittal of proper disposal tickets. This item shall be paid per approved DOT drum.

8. Segregate and stockpile petroleum contaminated soils.

This item shall include the segregation of contaminated vs. uncontaminated soils and stockpile contaminated soils/debris on site on 6-mil black plastic and cover with 6-mil black plastic in a manner to prevent runoff of contaminated material. This item shall include all labor, material, equipment and all other ancillary equipment necessary to segregate and stockpile the contaminated soil. This item shall be paid on a per tonnage rate.

9. Disposal of petroleum-contaminated soil at a state approved landfill.

Load, transport and properly dispose of petroleum-contaminated soil at a state approved landfill and supply manifests. Unit price also includes loader, loader operator time, trucks, truck driver time, transportation to landfill, landfill-tipping fees and all other cost (including any labor) for loading, transporting and properly disposing of the petroleum contaminated soil. This line item will not be paid until vendor provides submittal of proper disposal tickets. This item shall be paid on a per tonnage rate.

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LINE ITEM DESCRIPTIONS

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10. Proper disposal of non-hazardous materials such as broken concrete slabs, piping & etc.

Load, transport and properly dispose of non-hazardous materials such as broken concrete slabs, piping & etc at a state approved landfill and supply disposal receipts. Unit price includes loader operator time, truck driver time, transportation to landfill, landfill-tipping fees and all other cost (including any labor) for loading, transporting and properly disposing of the non-hazardous materials. This line item will not be paid until vendor provides submittal of proper disposal tickets. This item shall be paid on a per tonnage rate.

11. Backfill excavations.

This item shall include the amount of crusher run necessary to properly backfill the excavation including compaction of backfill material. This item shall also include all labor, material, equipment and all other ancillary equipment necessary to properly backfill and compact material in the excavation. This item shall be paid on a per tonnage rate.

12. Mobilization and demobilization.

This item shall include all transportation cost of equipment to and from site. This item shall be a ***lump sum*** price. (This item does not include transportation of contaminated liquids to disposal facility - see item # 2; transportation of Direct Push Equipment to and from site-see line item # 18 or transportation cost of equipment associated with EFR-see line item #29)

13. Cutting and removal of asphalt or concrete.

This item shall include all labor, material, equipment, transportation and all other ancillary equipment necessary to cut and remove asphalt or concrete before excavation. This item shall be paid on a per sq. ft. basis.

14. Asphalt disturbed excavation area.

This item shall include all labor, material, equipment, transportation and all other ancillary equipment necessary to asphalt disturbed excavation area. Asphalt area with 2 lifts of 2 inches of wearing 1 asphalt after compaction. Mill edges. This item shall be paid on a per sq. ft. basis.

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LINE ITEM DESCRIPTIONS

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15. Concrete disturbed excavation area.

This item shall include all labor, material, equipment, transportation and all other ancillary equipment necessary to concrete disturbed excavation area. Concrete must be at least 4000 PSI with air and use 10 gauge reinforcement wire. Six (6) inches minimum thickness. This item shall be paid on a per sq. ft. basis.

16. Fill UST with concrete slurry.

This item shall include all labor, material, equipment, transportation and all other ancillary equipment necessary to completely fill a 1,000-gallon UST, in place, with 500 p.s.i. concrete slurry. This item shall be paid on a per 1,000 gallon tank volume basis.

17. Fill UST with inert foam material.

This item shall include all labor, material, equipment, transportation and all other ancillary equipment necessary to completely fill a 1,000 gallon UST, in place, with an inert foam material that has a density of at least 0.8 pounds per cubic foot and a shrinkage upon hardening of less than 1 %. This item shall be paid on a per 1,000 gallon tank volume basis.

18. Direct Push Equipment

This item shall include all personnel (certified well driller/operator), equipment, materials, and *transportation* of Direct Push Equipment to and from the site. This price includes discrete interval soil sampling and or continuous coring. This item shall be paid on a per day basis.

19. Direct Push Temporary Groundwater Sampler.

This item shall include all certified well driller/personnel time, labor, material, equipment, and all other ancillary equipment necessary to install a temporary groundwater monitoring sampler (well). This item shall be paid on a per linear foot basis.

DEP15908  
ATTACHMENT A  
LINE ITEM DESCRIPTIONS

31

20. Direct Push Prepack well screens (0.010 in. slots) 1.4 inches OD (0.5 in. or 0.75 in. ID)

This item shall include all certified well driller/personnel time, labor, material, equipment, and all other ancillary equipment necessary to install the permanent groundwater monitoring well. This also includes well covers with locking plugs and permanent identification tags which shall at a minimum contain well id number, date of installation, well depth, and depth and length of well screen. This item shall be paid on a per linear foot basis.

21. Direct Push Prepack well screens (0.010 in. slots) 2.5 inches OD (1.0 in. or 1.5 in. ID).

This item shall include all certified well driller/personnel time, labor, material, equipment, and all other ancillary equipment necessary to install the permanent groundwater monitoring well. This also includes well covers with locking plugs and permanent identification tags which shall at a minimum contain well id number, date of installation, well depth, depth and length of well screen. This item shall be paid on a per linear foot basis.

22. Low Flow Sampling Equipment

This item shall include all personnel time, labor, material, tubing, pump, and all other ancillary equipment and monitors necessary to properly conduct low flow purging of groundwater monitoring wells. This item shall be paid on a per day basis.

23. Well Abandonment – 2 inch wells

This item shall include all certified well driller/personnel time, labor, material, equipment, and all other ancillary equipment necessary to properly abandon a 2-inch groundwater monitoring well. This item shall be paid on a per linear foot basis.

24. Well Abandonment – 4 inch wells

This item shall include all certified well driller/personnel time, labor, material, equipment, and all other ancillary equipment necessary to properly abandon a 4-inch groundwater monitoring well. This item shall be paid on a per linear foot basis.

DEP15908  
ATTACHMENT A  
LINE ITEM DESCRIPTIONS

32

25. Borehole (and Corehole) abandonment

This item shall include all certified well driller/personnel time, labor, material, equipment, and all other ancillary equipment necessary to properly abandon bore-core holes. This item shall be paid on a per linear foot basis.

26. IDW Disposal

This item shall include all personnel time, labor, equipment, materials, transportation, manifests and disposal/recycling costs associated with the removal and disposal of any non hazardous derived waste associated with assessments. This item shall be paid per approved DOT drum.

27. Dot 17-C Drums

This item shall be an approved DOT 17-C 55-gallon drum, (each).

28. Laborer

This person shall be capable of doing physical tasks such as (but not limited to) sample collection, data collection, decontamination procedures, and field reconnaissance. Rate includes travel, lodging (if necessary) and per diem. Paid on a per hour basis.

29. Enhanced Fluid Recovery (EFR)

This item shall include operator, vacuum truck, mobilization and demobilization of equipment to and from site, at least Level D PPE, PVC manifolds, well stingers, all other associated equipment/ personnel, and including setup, breakdown, and gauging wells. Per day shall be a minimum 8-hour event or approximately 2000 gallons of liquids whichever comes first, (per day)

30. Report Writing and Submittal

This item shall include all labor, material, travel, site visits, data base searches, word processing, postage, maps, drawings and site sketches necessary to complete reports and submit to WVDEP. This may include but not be limited to Closure reports, Phase I and Phase II environmental site assessment reports. This item shall be paid on a per hour basis.

DEP15908  
ATTACHMENT A  
LINE ITEM DESCRIPTIONS

31. Hollow Stem Auger for monitoring well installation with split spoon sampling @ 5 foot intervals-8 inch Borehole for 2 inch well

This item shall include all certified well driller/personnel time, labor, material, equipment, and all other ancillary equipment necessary to install an 8-inch Borehole for a 2-inch monitoring well. (Per linear foot)

32. Hollow Stem Auger for monitoring well installation with split spoon sampling @ 5 foot intervals-11 inch Borehole for 4 inch well

This item shall include all certified well driller/personnel time, labor, material, equipment, and all other ancillary equipment necessary to install an 11inch Borehole for a 4-inch monitoring well. (Per linear foot)

33. Installation of 2 inch monitoring well

This item shall include all certified well driller/personnel time, labor, material, equipment, and all other ancillary equipment necessary to completely install a 2 inch PVC well with well screening, concrete pads, flush mounted well covers with locking caps and permanent identification tags which shall at a minimum contain well id number, date of installation, well depth, latitude and longitude (degrees, minutes & seconds), depth and length of well screen. (Per linear foot)

34. Installation of 4 inch monitoring well

This item shall include all certified well driller/personnel time, labor, material, equipment, and all other ancillary equipment necessary to completely install a 4 inch PVC well with well screening, concrete pads, flush mounted well covers with locking caps and permanent identification tags which shall at a minimum contain well id number, date of installation, well depth, latitude and longitude (degrees, minutes & seconds), depth and length of well screen. (Per linear foot)

35. Backhoe Loader (Cat 416 type or equivalent)

This item shall include loader, fuel, operator and all associated operating costs. (Per day).

DEP15908  
ATTACHMENT A  
LINE ITEM DESCRIPTIONS

34

36. Excavator (Cat 315 type or equivalent)

This item shall include loader, fuel, operator and all associated operating costs. (Per day).

37. Compact Track Loader (Bobcat T190 type or equivalent)

This item shall include loader, fuel, operator and all associated operating costs. (Per day).

38. Explosion Proof Electric Box Fan / Blower with static conductive duct.

This item shall include all labor, material, equipment, transportation and all other ancillary equipment necessary to install explosion proof blower to mitigate explosive vapors in confined spaces. Must be intrinsically safe and able to provide 4000+ cfm free air delivery and operate on 115 VAC. (Per day)

39. Reclaim disturbed areas

This item shall include all labor, material, equipment, and all other ancillary equipment necessary to regrade, fertilize, lime, mulch and seed disturbed vegetated areas. This item shall be paid on a per sq. ft. basis.

40. Reactivated Carbon

This line item is for Reactivated Carbon with a minimum iodine number of 900 or better for liquid phase and a minimum carbon tetrachloride number of 45 percent by weight or better for gaseous phase. This line item includes the cost of the reactivated carbon, all labor, equipment, transportation to and from site, and materials necessary to install the reactivated carbon. (Per lb.)

41. Spent Carbon Disposal

This line item is for removal and proper disposal of spent, non-hazardous carbon from an adsorber. This line item includes the cost for all labor, mobilization and demobilization, equipment, and materials necessary to remove and transport spent carbon. (Per lb.)

DEP15908  
ATTACHMENT A  
LINE ITEM DESCRIPTIONS

35

42. Oxygen Releasing Compound (Advanced Powder or equivalent)

This item shall include cost of powder, all shipping and handling costs (per lb.)

43. Combustible Gas/Oxygen Meter

This item is for the use of a hand held portable fully calibrated Combustible Gas/Oxygen Meter for detecting combustible hydrocarbon gases and oxygen. Must be capable of detecting LEL (lower explosion limit) and oxygen in percentages. This line item includes meter, calibration kit and all other accessories necessary to accurately detect combustible hydrocarbon gases and percentage of oxygen, (per day).

44. Organic Vapor Analyzer (PID)

This item is for the use of a hand held portable Photo Ionization Detector (PID). Must have the standard 10.6 eV lamp and be able to measure volatile organic compounds such as benzene. This line item includes meter, calibration kit and all other accessories necessary to accurately detect volatile organic compounds with 1-PPM detection, (per day).

DEP15908  
Bid Schedule

| Item No. | Estimated Quantity | Description                                                                                                                                                                      | Unit Price | Amount       |
|----------|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------|
| 1        | 10,000             | Removal and proper disposal of petroleum contaminated water, rinsate and/or product. (per gallon)                                                                                | .94        | 9,400.00     |
| 2        | 3,000              | Transportation of petroleum contaminated water, rinsate and/or product to disposal facility (per mile)                                                                           | 3.80       | 11,400.00    |
| 3        | 100                | Purge vapors from UST to <10% LEL. (per tank)                                                                                                                                    | 380.00     | 38,000.00    |
| 4        | 100                | Excavate and extract UST / piping from the ground. (per 1,000 gallon tank volume)                                                                                                | 1,260.00   | 126,000.00   |
| 5        | 100                | Cut openings in UST and clean sludges from them. (per tank)                                                                                                                      | 840.00     | 84,000.00    |
| 6        | 100                | Dispose / scrap cleaned UST. (per tank)                                                                                                                                          | 360.00     | 36,000.00    |
| 7        | 50                 | Disposal of tank-cleaning sludges. (per drum)                                                                                                                                    | 600.00     | 30,000.00    |
| 8        | 15,000             | Segregate obviously contaminated vs. non-contaminated soils and stockpile contaminated soils/debris on-site on 6 mil black plastic and cover with 6 mil black plastic. (per ton) | 8.40       | 126,000.00   |
| 9        | 15,000             | Disposal of petroleum-contaminated soil at a state approved landfill<br>Unit price includes landfill tipping fees and etc. (per ton)                                             | 89.00      | 1,335,000.00 |
| 10       | 1,000              | Proper disposal of nonhazardous materials such as broken concrete slabs, piping & etc. (per ton)                                                                                 | 78.00      | 78,000.00    |
| 11       | 5,000              | Backfill excavations with crusher run. (per ton)                                                                                                                                 | 49.00      | 245,000.00   |
| 12       | 250                | Mobilization and demobilization. (lump sum)                                                                                                                                      | 1,200.00   | 300,000.00   |
| 13       | 5,000              | Cutting and removal of asphalt or concrete (per sq. ft)                                                                                                                          | 1.60       | 8,000.00     |
| 14       | 2,500              | Asphalt disturbed excavation area (per sq. ft.)                                                                                                                                  | 6.20       | 15,500.00    |
| 15       | 2,500              | Concrete disturbed excavation area (per sq. ft.)                                                                                                                                 | 6.95       | 17,375.00    |
| 16       | 10                 | Fill UST with concrete slurry (per 1,000 gallon tank volume)                                                                                                                     | 980.00     | 9,800.00     |

|    |      |                                                                      |          |            |
|----|------|----------------------------------------------------------------------|----------|------------|
| 17 | 5    | Fill UST with inert foam material<br>(per 1,000 gallons tank volume) | 1,200.00 | 6,000.00   |
| 18 | 100  | Direct Push Equipment<br>(per day)                                   | 2,000.00 | 200,000.00 |
| 19 | 500  | Direct Push Temporary Groundwater Sampler<br>(per linear foot)       | 2.00     | 1,000.00   |
| 20 | 500  | Direct Push Prepack well screen 1.4 inches OD<br>(per linear foot)   | 30.00    | 15,000.00  |
| 21 | 500  | Direct Push Prepack well screen 2.5 inches OD<br>(per linear foot)   | 31.00    | 15,500.00  |
| 22 | 100  | Low Flow Sampling Equipment<br>(per day)                             | 870.00   | 87,000.00  |
| 23 | 500  | Well Abandonment-2 inch wells<br>(per linear foot)                   | 8.00     | 4,000.00   |
| 24 | 500  | Well Abandonment-4 inch wells<br>(per linear foot)                   | 12.00    | 6,000.00   |
| 25 | 500  | Borehole (and Corehole) abandonment<br>(per linear foot)             | 8.00     | 4,000.00   |
| 26 | 10   | IDW Disposal<br>(per drum)                                           | 190.00   | 1,900.00   |
| 27 | 25   | Dot 17-C Drums<br>(each)                                             | 80.00    | 2,000.00   |
| 28 | 200  | Laborer<br>(per hour)                                                | 109.00   | 21,800.00  |
| 29 | 50   | Enhanced Fluid Recovery (EFR)<br>(per day)                           | 2,200.00 | 110,000.00 |
| 30 | 500  | Report Writing and Submittal<br>(per hour)                           | 600.00   | 300,000.00 |
| 31 | 1500 | Hollow Stem Auger for 2 inch well<br>(per linear ft.)                | 5.00     | 7,500.00   |
| 32 | 1500 | Hollow Stem Auger for 4 inch well<br>(per linear ft.)                | 8.00     | 12,000.00  |
| 33 | 1500 | Installation of 2 inch monitoring well<br>(per linear ft.)           | 30.00    | 45,000.00  |
| 34 | 1500 | Installation of 4 inch monitoring well<br>(per linear ft.)           | 36.00    | 54,000.00  |
| 35 | 20   | Backhoe Loader (Cat 416 type or equivalent)<br>(per day)             | 1,050.00 | 21,000.00  |
| 36 | 20   | Excavator (Cat 315 type or equivalent)<br>(per day)                  | 1,350.00 | 27,000.00  |
| 37 | 20   | Compact Track Loader (Bobcat T190 type or equivalent)<br>(per day)   | 900.00   | 18,000.00  |

|    |       |                                                                                    |          |           |
|----|-------|------------------------------------------------------------------------------------|----------|-----------|
| 38 | 20    | Explosion Proof Electric Box Fan / Blower<br>with static conductive duct (per day) | 1,000.00 | 20,000.00 |
| 39 | 2,000 | Reclaim disturbed areas<br>(per sq ft.)                                            | .85      | 1,700.00  |
| 40 | 100   | Reactivated Carbon<br>(per lb.)                                                    | 8.00     | 800.00    |
| 41 | 100   | Spent Carbon Disposal<br>(per lb.)                                                 | 4.00     | 400.00    |
| 42 | 100   | Oxygen Releasing Compound Advanced Powder or equivalent<br>(per lb.)               | 19.00    | 1,900.00  |
| 43 | 20    | Combustible Gas/Oxygen Meter<br>(per day)                                          | 125.00   | 2,500.00  |
| 44 | 20    | Organic Vapor Analyzer (PID)<br>(per day)                                          | 125.00   | 2,500.00  |

TOTAL =

3,457,975.00

Vendor Name: J.C. Bosley Construction, Inc.

Signature:

Date: 1-3-13

The WVDEP and the State reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

All quantities are estimated and provided for bidding purposes only.

Contractor must submit at least one Class B WVDEP certified UST remover's name, certification number and expiration date:

|                                 |                                    |                            |
|---------------------------------|------------------------------------|----------------------------|
| Certified Class B person(s):    |                                    |                            |
| Name: <u>Jeffrey J. Stevens</u> | Certification Number: <u>AB112</u> | Exp. Date: <u>12-31-14</u> |
| Name: <u>Scott A. Fore</u>      | Certification Number: <u>AB147</u> | Exp. Date: <u>12-31-14</u> |
| Name: _____                     | Certification Number: _____        | Exp. Date: _____           |

Contractor must submit at least one Certified Monitoring Well Driller's name, certification number and expiration date:

|                                    |                                       |                  |
|------------------------------------|---------------------------------------|------------------|
| Certified Monitoring Well Driller: |                                       |                  |
| Name: <u>Tim Mihal</u>             | Certification Number: <u>WV 00157</u> | Exp. Date: _____ |
| Name: _____                        | Certification Number: _____           | Exp. Date: _____ |
| Name: _____                        | Certification Number: _____           | Exp. Date: _____ |

Contractor must submit all site essential certified personnel's full name and date of 8 hr. refresher course for 40-hour health and safety training course:

|                                                              |                         |                                     |
|--------------------------------------------------------------|-------------------------|-------------------------------------|
| 40 Hr. HAZWOPER and 8 hr. refresher date- Certified persons: |                         |                                     |
| Name: <u>Jeffrey J. Stevens</u>                              | Certified Y/N <u>Y</u>  | 8 hr. Refresher Date: <u>1-5-12</u> |
| Name: <u>Scott A. Fore</u>                                   | Certified Y/N <u>Y</u>  | 8 hr. Refresher Date: <u>1-5-12</u> |
| Name: _____                                                  | Certified Y/N <u>  </u> | 8 hr. Refresher Date: _____         |
| Name: _____                                                  | Certified Y/N <u>  </u> | 8 hr. Refresher Date: _____         |
| Name: _____                                                  | Certified Y/N <u>  </u> | 8 hr. Refresher Date: _____         |
| Name: _____                                                  | Certified Y/N <u>  </u> | 8 hr. Refresher Date: _____         |

## CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

J.C. Bosley Construction, Inc.

(Company)

[Signature]  
(Authorized Signature)

Secretary/ Treasurer

(Representative Name, Title)

304-422-0025

(Phone Number)

304-422-0414

(Fax Number)

1-3-13

(Date)



State of West Virginia

## PURCHASING DIVISION

### Construction Bid Submission Review Form

---

*This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.*

---

#### Errors That Shall Be Reason for Immediate Bid Disqualification

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply West Virginia contractor's license # on bid
4. Failure to supply a signed drug free workplace affidavit with the bid
5. Failure to supply a valid bid bond or other surety approved by the State of West Virginia
6. Failure to meet any mandatory requirement of the RFQ
7. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
8. Failure to submit bid prior to the bid opening date and time
9. Federal debarment
10. State of West Virginia debarment or suspension

#### Errors that May Be Reason for Bid Disqualification Before Contract Award

1. Uncontested debt to the State exceeding \$1,000.00 (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the State (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within 1 business day of bid opening.
6. Failure to use the provided RFQ form (only if stipulated as mandatory).



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

STATE OF West Virginia

COUNTY OF Wood, TO-WIT:

I, Lisa A. Smith, after being first duly sworn, depose and state as follows:

1. I am an employee of J.C. Bosley Construction, Inc.; and,  
 (Company Name)
2. I do hereby attest that J.C. Bosley Construction, Inc.  
 (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.

J.C. Bosley Construction, Inc.

(Company Name)

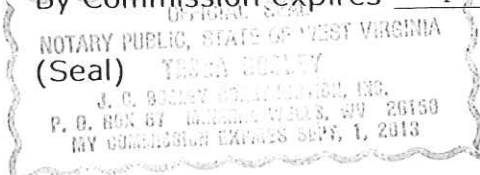
By: [Signature]

Title: Secretary/ Treasurer

Date: 1-3-13

Taken, subscribed and sworn to before me this 3rd day of January 2013.

By Commission expires Sept. 1, 2013



[Signature]  
 (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.**

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.

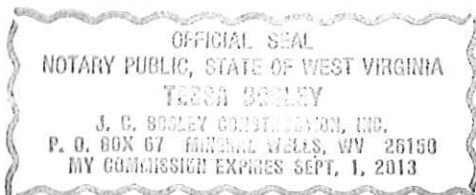
"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality 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: J.C. Bosley Construction, Inc.Authorized Signature: \_\_\_\_\_ Date: 1-3-13State of West VirginiaCounty of Wood, to-wit:Taken, subscribed, and sworn to before me this 3rd day of January, 2013.My Commission expires Sept. 1, 2013.**AFFIX SEAL HERE**

NOTARY PUBLIC



**ADDENDUM ACKNOWLEDGEMENT FORM****SOLICITATION NO.:** DEP15908

**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 type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input 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 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.

J.C. Bosley Construction, Inc.

Company

Authorized Signature

1-3-13

Date

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



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

## Solicitation

NUMBER

DEP15908

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

FRANK WHITTAKER  
304-558-2316

V  
E  
N  
D  
O  
R

\*709060315 304-422-0025  
J C BOSLEY CONSTRUCTION INC  
PO BOX 67

MINERAL WELLS WV 26150

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ENVIRONMENTAL PROTECTION  
DEPARTMENT OF  
ENVIRONMENTAL REMEDIATION  
601 57TH STREET SE  
CHARLESTON, WV

25304

304-926-0499

DATE PRINTED

12/13/2012

BID OPENING DATE:

01/03/2013

BID OPENING TIME 1:30PM

| LINE                                                           | QUANTITY | UOP        | CAT. NO. | ITEM NUMBER                       | UNIT PRICE | AMOUNT |
|----------------------------------------------------------------|----------|------------|----------|-----------------------------------|------------|--------|
| ADDENDUM NO. 01                                                |          |            |          |                                   |            |        |
| THIS ADDENDUM IS ISSUED TO PROVIDE THE ATTACHED DOCUMENTATION. |          |            |          |                                   |            |        |
| 0001                                                           | 1        | EA         |          | 962-73                            |            |        |
| REMOVAL OF UNDERGROUND STORAGE TANKS & ASSESSMENTS             |          |            |          |                                   |            |        |
| SIGNATURE                                                      |          |            |          | TELEPHONE                         | DATE       |        |
|                                                                |          |            |          | 304-422-0025                      | 1-3-13     |        |
| TITLE                                                          |          | FEIN       |          | ADDRESS CHANGES TO BE NOTED ABOVE |            |        |
| Secretary/ Treasurer                                           |          | 55-0691657 |          |                                   |            |        |

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

**SOLICITATION NUMBER:** DEP15908

**Addendum Number:** 01

---

The purpose of this addendum is to modify the solicitation identified as ("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

**Description of Modification to Solicitation:**

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**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.

DEP15908  
Removal of Underground Storage Tanks & Assessments  
Additional Question

Question:

Regarding Item #30 Report Writing and Submittal: The level of effort to perform UST Closure Reports, Phase I ESA, and Phase II ESA reports is significantly different as they are totally different types of reports performed for entirely different reasons. Having been on this contract over the past few years, I know that Phase I and/or Phase II ESA reports will be required. Is it possible to change the description of #30 to UST Closure Report, and then add two line items such as "#30-A - Phase I ESA Reports", and "#30-B - Phase II ESA Reports?"

Answer:

Line item # 30 is to be left as it is because there may be other types of reports needed. The Agency does not want to confine the contract to just these three.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DEP15908**

**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 type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input 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 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.

J.C. Bosley Construction, Inc.

Company

Authorized Signature

1-3-13

Date

**NOTE:** This addendum acknowledgment should be submitted with the bid to expedite document processing.  
 Revised 6/8/2012



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/26/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## PRODUCER

Intra State Insurance Corporation  
Rosemar Road  
P.O. Box 5526  
Vienna WV 26105

CONTACT NAME: Ann Slaven

PHONE (A/C, No. Ext): (304) 295-1048

FAX (A/C, No): (304) 295-3369

E-MAIL ADDRESS: annslaven@suddenlinkmail.com

## INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Insurance

36161

INSURER B: BRICK STREET INSURANCE

12372

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## INSURED

J. C. Bosley Construction Inc.  
P. O. Box 67

Mineral Wells

WV 26150

## COVERAGES

CERTIFICATE NUMBER: CL12102600375

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                               | ADDL INSR | SUBR WVD | POLICY NUMBER            | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                   |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|--------------------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | GENERAL LIABILITY                                                                                                                               |           |          |                          |                         |                         |                                                                                                                                                                                                                                          |
|          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                                                                                |           |          |                          |                         |                         |                                                                                                                                                                                                                                          |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                                                                  |           |          | DT-CO-5614B47A-TIA-12    | 10/28/2012              | 10/28/2013              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |          |                          |                         |                         |                                                                                                                                                                                                                                          |
| A        | AUTOMOBILE LIABILITY                                                                                                                            |           |          |                          |                         |                         |                                                                                                                                                                                                                                          |
|          | ANY AUTO ALL OWNED AUTOS                                                                                                                        |           |          | DT-810-5614B966-TIL-12   | 10/28/2012              | 10/28/2013              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>Underinsured motorist \$                                                    |
|          | <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS                             |           |          |                          |                         |                         |                                                                                                                                                                                                                                          |
|          |                                                                                                                                                 |           |          |                          |                         |                         |                                                                                                                                                                                                                                          |
| A        | UMBRELLA LIAB                                                                                                                                   |           |          |                          |                         |                         |                                                                                                                                                                                                                                          |
|          | <input checked="" type="checkbox"/> EXCESS LIAB                                                                                                 |           |          |                          |                         |                         |                                                                                                                                                                                                                                          |
|          | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$                                                                              |           |          | DTSM-CUP-5614B47A-IND-12 | 10/28/2012              | 10/28/2013              | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000                                                                                                                                                                                   |
|          |                                                                                                                                                 |           |          |                          |                         |                         |                                                                                                                                                                                                                                          |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                                                                                   |           |          |                          |                         |                         |                                                                                                                                                                                                                                          |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                                                                     |           |          | WC10006423-09            | 1/9/2012                | 1/9/2013                | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                         |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                          |           |          |                          |                         |                         |                                                                                                                                                                                                                                          |
|          |                                                                                                                                                 |           |          |                          |                         |                         |                                                                                                                                                                                                                                          |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

blanket Additional Insured (Contractors) CG D2 46 08 05 applies to general liability policy

## CERTIFICATE HOLDER

## CANCELLATION

State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington St., East  
Charleston, WV 25305-0130

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Allan Hawkins/ANN

ACORD 25 (2010/05)

INS025 (201005).01

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# CONTRACTOR LICENSE

Authorized by the  
**West Virginia Contractor Licensing Board**

**Number:**

WV003012

**Classification:**

ELECTRICAL  
GENERAL BUILDING  
GENERAL ENGINEERING  
HEATING, VENTILATING & COOLING  
MULTIFAMILY  
PIPING  
PLUMBING  
RESIDENTIAL  
SPECIALTY

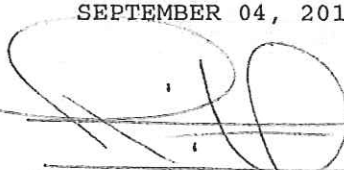
J C BOSLEY CONSTRUCTION INC  
DBA J C BOSLEY CONSTRUCTION INC  
PO BOX 67  
MINERAL WELLS, WV 26150

**Date Issued**

SEPTEMBER 04, 2012

**Expiration Date**

SEPTEMBER 04, 2013

  
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.