



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

Request for Quotation

RFQ NUMBER
7012C021

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
ALAN CUMMINGS 304-558-2402

VENDOR

*709060315 304-422-0025
 J C BOSLEY CONSTRUCTION INC
 PO BOX 67
 MINERAL WELLS WV 26150

SHIP TO

DIVISION OF HIGHWAYS
 EQUIPMENT DIVISION
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/10/2012				

BID OPENING DATE: 04/25/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		830-28		
STORAGE TANKS AND ACCESSORIES						
OPEN-END CONTRACT						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH AN OPEN-END CONTRACT FOR STAN WADE METAL PRODUCTS ABOVE GROUND STORAGE TANKS OR EQUAL PER THE ATTACHED SPECIFICATIONS.						
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.						
UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS, AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						
RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR,						

RECEIVED

2012 APR 24 PM 2:53

WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	304-422-0025	4-25-12

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
General Superintendent	55-0691657	

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the **West Virginia Code**.
7. Vendor preference will be granted upon written request in accordance with the **West Virginia Code**.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the **Legislative Rules** of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

INSTRUCTIONS TO BIDDERS

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



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04/10/2012				

BID OPENING DATE: **04/25/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	304-422-0025	4-25-12
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
General Superintendent	55-0691657	

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<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 01/17/2012</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p>						

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<p>-----</p> <p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</p>						
***** THIS IS THE END OF RFQ 7012C021 ***** TOTAL:						<u>564,764.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-422-0025	DATE 4-25-12
TITLE General Superintendent	FEIN 55-0691657	ADDRESS CHANGES TO BE NOTED ABOVE

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

Stanwade Metal Products Above Ground Storage Tanks or Equal Specifications

7012C021

I. PURPOSE AND SCOPE:

The West Virginia Division of Highways is soliciting bids to establish an open-end contract for Stan Wade Metal Products Above Ground Storage Tanks or equal.

II. DEFINITIONS:

The terms listed below shall have the meanings assigned to them as follows:

1. "Agency" or "Agencies" means West Virginia Division of Highways.
2. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the Desired Items as specified herein.
3. "Desired Item" or "Desired Items" means the list of items identified in Section III, Subsection 1 below.
4. "Pricing Pages" means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
6. "RFQ" means the official RFQ published by the Purchasing Division and identified as 7012C021.
7. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc.
8. "Vendor" or "Vendors" means the successful bidder(s).

III. GENERAL REQUIREMENTS

1. **Desired Items and Mandatory Requirements:** Vendor shall provide Agency with the Desired Items listed below. Desired Items must meet or exceed the mandatory requirements as shown below.

- A. **Item #1 – 330 Gallon Double Wall Lubricant Tank UL-142
(Vertical, Horizontal, Upright) Stan wade 71-UL-00330**

**Stanwade Metal Products Above Ground
Storage Tanks or Equal Specifications**

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1. Tank shall meet or exceed UL142, NFPA 30 as well as any other Federal or State Laws, Rules or Guidelines.
2. Oval Dimensions Approximately: 6'3" Long
2'3" Wide
3'8" Deep
3. Shall be Double Wall Constructed of 12 Gauge Steel.
4. Tank shall include:
 - 4) 2" Threaded Connections
 - 1) 3" Threaded Connection
 - 1) ½" Threaded Connection
5. Shall include Threaded Pipe Support Legs with Floor Flanges.
6. Tank Coating: Media Blast
Epoxy Primer
White Urethane Paint

**B. Item #2 – 350 Gallon Double Wall Lubricant Tank UL-142
Stan wade 71-R-00350**

1. Tank shall meet or exceed UL-142, NFPA 30 as well as any other Federal Or State Laws, Rules or Guidelines.
2. Rectangular Dimensions Approximately: 5'1.5" Long
3'6.5" Wide
2'8.5" Deep
3. Double Wall Tank shall be of all welded construction, fabricated of 12 gauge thick mild carbon steel for the inner tank.
4. Standard construction utilizes lap joints with continuous fillet weld on all outside seams only.

**Stanwade Metal Products Above Ground
Storage Tanks or Equal Specifications**

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5. Tank shall include: (5) 2" Forged Steel Fittings
(1) 4" or 6" Forged steel fitting or an 18" Loose bolt
Manhole for emergency venting.
6. Fabrication shall include: 2" high support, welded to the tank underside
providing ground clearance for visual inspection.
7. Tank Coating: Media Blast
Epoxy Primer
White Urethane Paint

C. Item # 3 – 5000 Gallon Above Ground Storage Tank

Stanwade 71-5000 SBU SRI Flameshield

To Include:

1. Tank shall meet or exceed UL 142, NFPA 30 as well as any other Federal or
State laws, rules or guidelines.
2. 8" Heavy Beam Skid
3. 24" Manway
4. Type: Double Wall
5. Material: Mild Carbon Steel
6. Diameter: 96" Approx.
7. Weight: 9650 lbs. Approx.
8. (1) Pump Platform attached and (1) Dispenser Bracket attached
9. NPT Openings: 1-8", 1-6", 4-4", 1-3", 1-2".
10. NPT Secondary Emergency Vent Opening 1-8", and 1-2" Monitor Pipe.
11. Primary Emergency Vent 1-8"
12. Secondary Emergency Vent 1-8".
13. Standard Mushroom Vent Cap 1-3".
14. Ladder Bracket both ends.
15. Exterior Coating: Media Blast

**Stanwade Metal Products Above Ground
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Epoxy Primer

White Urethane Paint

D. Item # 4 - 10,000 Gallon Above Ground Storage Tank

Stan wade 71-10000 SBU SRI Flameshield

To include:

1. Tank shall meet or exceed UL 142, NFPA 30 as well as any other Federal or State Laws, Rules or Guidelines.
2. 8" Heavy Beam Skid
3. (1) 24" Manway per Compartment
4. Type: Double wall with double wall bulkhead comported 5000/5000
5. Material: Mild Carbon Steel
6. Diameter: 120" Approx.
7. Weight: 19,100 lbs. Approx.
8. (2) Pump Platforms attached and (3) Dispenser Brackets attached, 2 on same side
1 on opposite side.
9. NPT Openings each compartment 1-8", 1-6", 4-4", 1-3", 1-2"
10. NPT Secondary Emergency Vent Openings 1-8", and 1-2" Monitor Pipe.
11. Primary Emergency Vent 1-8", Secondary Emergency Vent 1-8" per compartment.
12. Standard Mushroom Vent Cap 1-3", Pressure Vacuum Cap 1-3" per compartment.
13. Ladder Bracket Both Ends.
14. Exterior Coating: Media Blast

Epoxy Primer

White Urethane Paint

Stanwade Metal Products Above Ground Storage Tanks or Equal Specifications

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E. Item # 5 – 20,000 Gallon Above Ground Storage Tank

Stan wade 71-20000 SBU SRI Flameshield

To Include:

1. Tank shall meet or exceed UL142, NFPA 30 as well as any other Federal or State Laws, Rules or Guidelines.
2. 8" Heavy Beam Skid
3. (1) 24" Manway per Compartment
4. Type: Double Wall with Double Wall Bulkhead, Comported 10,000/10,000
5. Material: Mild Carbon Steel
6. Diameter: 120" Approx.
7. Weight: 33,000 lbs. Approx.
8. (2) Pump Platforms attached and (3) Dispenser Brackets attached
(2) on same side (1) on opposite side.
9. NPT Openings each Compartment 1-8", 1-6", 4-4", 1-3", 1-2".
10. NPT Secondary Emergency Vent Opening 1-10" and 1-2" Monitor Pipe.
11. Primary Emergency Vent 2-8", Secondary Emergency Vent 1-10" per Compartment.
12. Standard Mushroom Vent Cap 1-3", Pressure Vacuum Vent Cap 1-3" per Compartment.

13. Ladder Brackets Both Ends.
14. Exterior Coating: Media Blast
Epoxy Primer,
White Urethane

**Stanwade Metal Products Above Ground
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F. Item # 6 Remote Fill Box

To Include:

1. 30-20 GL – 700B Baker Stand or Equal
2. 20 Gallon Containment with Vent, Drain Port, and Locking Door
3. 3” Cam Lock Adapter with Cap
4. 3” Full Port Valve
5. 3” Brass Swing Check
6. 3” x 6” MOR 9095A Remote Bottom Fill Limiter Valve or Equal.

G. Item # 7 Morrison Clock Gauge

Model 818-0100AG (2”) or Equal

H. Item # 8 - Leak Detection System

To Include:

1. 7880073-5 Channel Alarm Panel or Equal
2. (2) LS-800 High Level Probes with Caps
3. (1) LS750 Secondary Interstice Leak Sensor, Shall meet or exceed
UL 142 and NFPA 30.

I. Item # 9 108” Stairway

To Include:

1. (2) OSHA Compliant Stairways with Landing and Handrail.
2. Blast and Coat :Safety Yellow Urethane, it shall bolt directly to tank.

**Stanwade Metal Products Above Ground
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J. Item # 10 128" Stairway

To Include:

1. (2) OSHA Compliant Stairways with Landing and Handrail.
2. Blast and Coat: Safety Yellow Urethane. Shall bolt directly to tank.

K. Item # 11 Pump/Dispenser Gasboy 9823 KF (21 GPM) or Equal

To Include:

1. Pulser Bracket Mount Kit
2. Filter
3. Solenoid Valve
4. Expansion Relief Valve
5. High Hose Retractor
6. 1" x 20' Diesel Hose or 3/4" x 12' Gas Hose as specified
7. Auto Nozzle
8. Swivel and Whip Hose
9. Safe-T-Break (reconnectable) 1.5" suction piping to facilitate tank diameter.
10. Dispense 21 Gallon per Minute
11. Pulse Output Card, to work in conjunction with Fuel Master Fuel Management System.

IV. CONTRACT AWARD

1. **Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Desired Items listed above. The Contract shall be awarded to the Vendor that provides the lowest overall total cost for the items listed on the Pricing Pages.
2. **Pricing Pages:** Vendor should complete the Pricing Pages by inserting the quoted price in the space provided. The vendor should then multiply the

Stanwade Metal Products Above Ground Storage Tanks or Equal Specifications

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estimated quantity by the quoted price to obtain the total price to the agency. After obtaining the total cost to agency for each item listed, the column containing the total cost to agency should be added together to arrive at the grand total. (Estimated Quantity X quoted price = Total price to Agency)(Sum of total cost to Agency for all items = Grand Total. 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. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation.

V. ORDERING AND PAYMENT

1. **Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalogue originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
2. **Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract. Orders over \$25,000.00 will be made by the issuance of a purchase order.

Stanwade Metal Products Above Ground Storage Tanks or Equal Specifications

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VI. DELIVERY AND RETURN

- 1. Delivery Time:** Vendor shall deliver standard orders within 60 - 90 working days after orders are received. Vendor shall deliver emergency orders within one (1) working day after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 2. Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for:
 - (a) Cancellation of the delayed order, and
 - (b) Obtaining the items ordered from a third party.

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

- 3. Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 4. Return of Unacceptable Items:** Items that Agency deems unacceptable shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 5. Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any

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restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

6. Delivery Locations May Include Areas In The Following Districts:

District 1 - Charleston	District 6 – Moundsville
District 2 – Huntington	District 7 – Weston
District 3 – Parkersburg	District 8 – Elkins
District 4 – Clarksburg	District 9 – Lewisburg
District 5 – Burlington	District 10 – Princeton
Equipment Division Buckhannon	

VII. MISCELLANIOUS

1. **No Substitutions:** Vendor shall supply only Desired Items submitted in response to the RFQ. Vendor shall not supply substitute items.
2. **Vendor Supply:** By signing this bid, Vendor certifies that it can supply the Desired Items contained in its bid response.
3. **Vendor Shall:** Furnish any technical Engineering Service which might be needed in the proper installation of these items at no extra cost to the WV Division of Highways.
4. **Tanks Shall:** Include necessary components and hardware to put each product in service.
5. **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
6. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract.

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Storage Tanks or Equal Specifications**

7012C021

7. **Mandatory Requirements:** The terms “must,” “will,” “shall,” “minimum,” “maximum,” or “is/are required” identify a mandatory contract requirement. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the Purchasing Division. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in disqualification of the bid.

8. **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 remain in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

Exhibit A: Cost Sheet

*Quantities listed in this RFQ are approximations only. 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. Award will be based on lowest total cost.

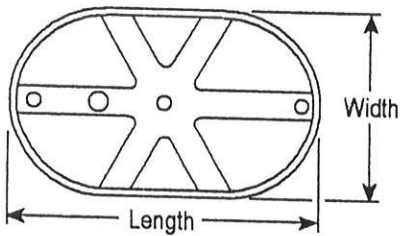
Item No.	Estimated Quantity	Unit of Measure	Stan wade Tanks & Accessories	"Or Equal" Parts	Price Delivered	Extended Amount
1	5	EACH	Part No. 71-UL-00330 Description: 330 Gal. Tank	Part No. Description:	\$ 2,923.00	\$ 14,615.0
2	5	EACH	Part No. 71-R-00350 Description: 350 Gal. Tank	Part No. Description:	\$ 2,687.00	\$ 13,435.00
3	1	EACH	Part No. 71-5000 SBU SRI Flameshield Description: 5000 Gal. Tank	Part No. Description:	\$ 18,365.00	\$ 18,365.00

4	5	EACH	Part No. 71-10000 SBU SRI Flameshield Description: 10,000 Gal Tank	Part No. Description:	\$ 32,405.00	\$ 162,025.00
5	1	EACH	Part No. 71-20000 SBU SRI Flameshield Description: 20,000 Gal Tank	Part No. Description:	\$ 44,891.00	\$ 44,891.00
6	15	EACH	Part No. Description: Remote Fill Box	Part No. Description:	\$ 4,175.00	\$ 62,625.00
7	4	EACH	Part No. 818-0100AG 2" Description: Morrison Clock	Part No. Description:	\$ 423.00	\$ 1,692.00
8	20	EACH	Part No. Description: Leak Detection Sys.	Part No. Description:	\$ 3,593.00	\$ 71,860.00

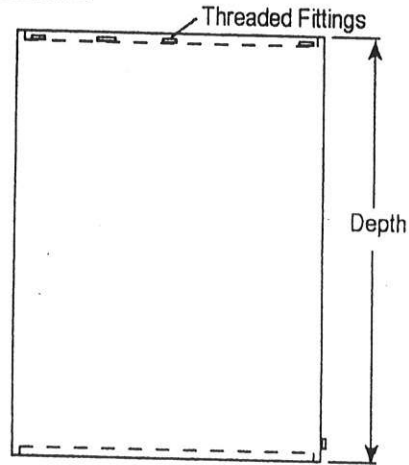
9	12	EACH	Part No. Description: 108" Stairway	Part No. Description:	\$ 3,540.00	\$ 42,480.00
10	14	EACH	Part No. Description: 128" Stairway	Part No. Description:	\$ 3,640.00	\$ 50,960.00
11	14	EACH	Part No. 9823KF (21 GPM) Description: Pump/Dispenser	Part No. Description:	\$ 5,844.00	\$ 81,816.00
					GRAND TOTAL:	\$ 564,764.00

330 GAL LUBE TANK

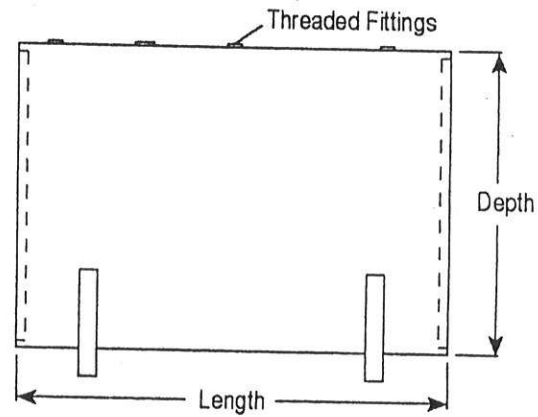
General Arrangement



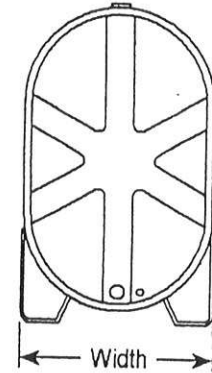
Upright - Top View



Upright - Side View



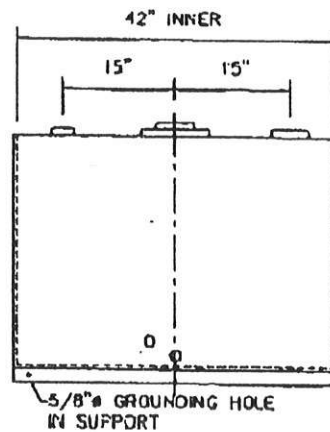
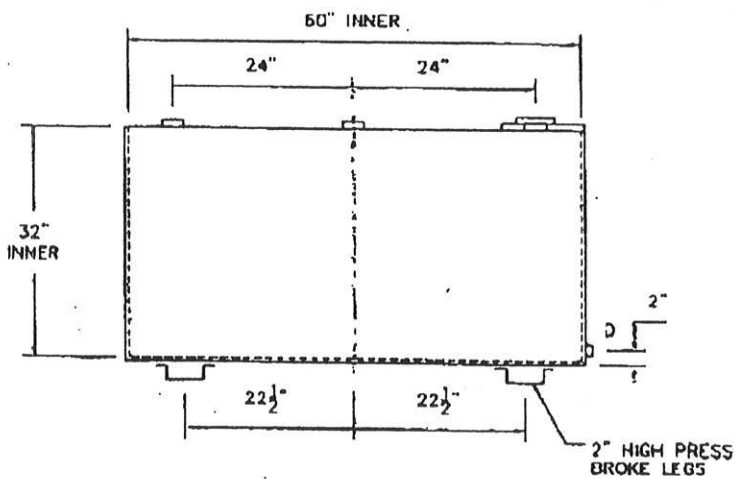
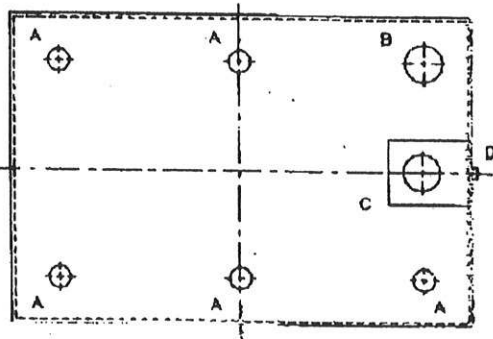
Vertical - Side View



Vertical - End View

NOTE: ALL RIGHTS RESERVED. THE
 DRAWING MUST NOT BE REPRODUCED IN
 ANY FORM WITHOUT THE WRITER'S
 PERMISSION OF FORBES AND TAYLOR.
 HOLDING THIS SHALL BE IRREVOCABLE
 ONLY FOR ITEMS ORDERED ON THIS
 FABRICATOR'S DRAWING UNLESS OTHERWISE
 NOTED. CUSTOMER IS RESPONSIBLE FOR
 VERIFYING DIMENSIONS OF SIZE AND
 LOCATION OF FITTINGS, ACCESSORIES, AND
 DETAILS SHOWN ON THIS DRAWING.

TOUCH UP OF FINISHED PAINT IS
 REQUIRED BY INSTALLATION
 CONTRACTOR. TOUCH UP PAINT SHOWN
 WITH TANK.



DESIGN DATA	
CAPACITY	- 350 GALLONS
TYPE	- DOUBLE WALL - TYPE I
NO. REQ.	- -
OPERATING PRESSURE	- ATMOSPHERIC
TANK MATERIAL	- MILD CARBON STEEL
THICKNESS - INNER	- 12 GAUGE
THICKNESS - OUTER	- 12 GAUGE
CONSTRUCTION - INNER	- LAP WELD OUTSIDE ONLY
CONSTRUCTION - OUTER	- LAP WELD OUTSIDE ONLY
TANK TEST - INNER	- 2 PSIG
TANK TEST - OUTER	- 2 PSIG AND FULL VACUUM
INT. FINISH	- NONE
EXT. FINISH	- SHOP PRIMER
LABEL	- UL 142

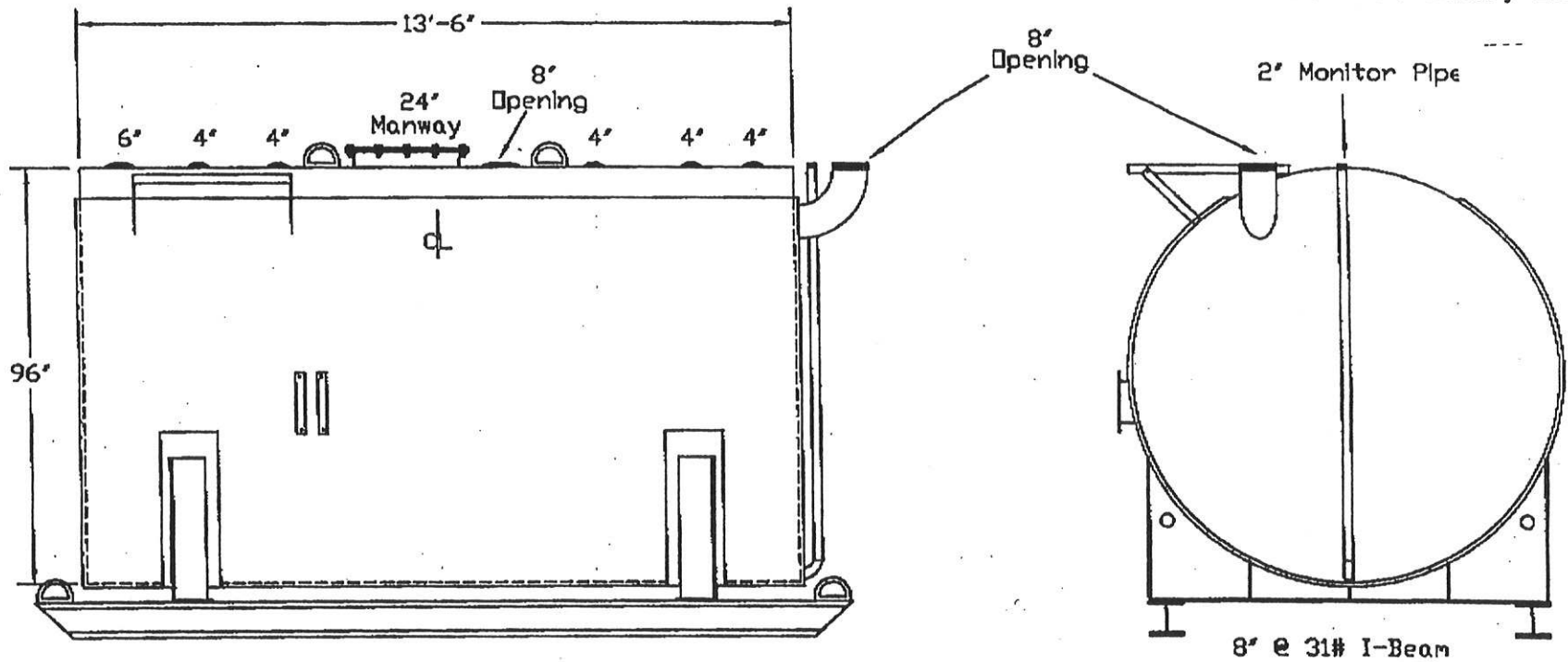
LEGEND	
A	2" FITTING
B	4" FITTING
C	4" FITTING MOUNTED IN INTERSPACE EXTENSION BO MARK WITH LABEL - SECONDARY EMERGENCY VENT US
D	1/2" FITTING THROUGH OUTER SHELL ONLY WITH BUTTON SIZE GLASS
E	-
F	-

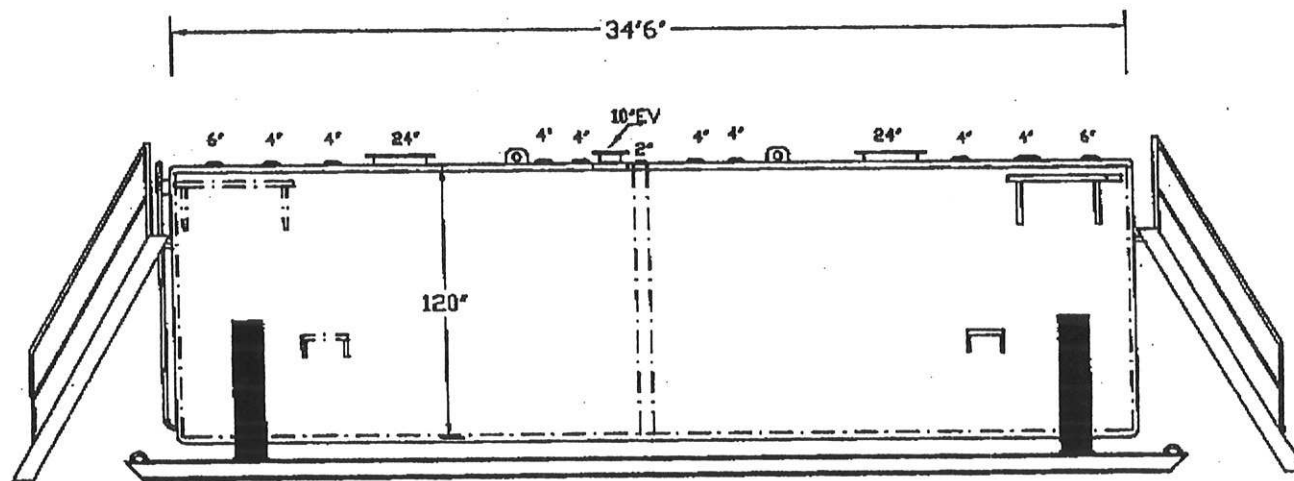
350 GAL D W LUBE TANK			
CUSTOMER:			
PROJECT:			
QUOTE NO:	DATE:	CHK. BY:	CHK. BY:
1/4 - 12	XX/XX/XX	XXX	XXX
			DL350

10-7383-P-1
 21

Capacity <u>5,000 Gallons</u>	Heads Primary <u>1/4"</u>	Paint Ext. <u>White Urethane</u>
Design <u>Doublewall Beamskid</u>	Shell Primary <u>1/4"</u>	Paint Int. _____
Code <u>UL 142 Flameshield</u>	Heads Secondary <u>1/4"</u>	Weight Empty <u>9,650 lbs.</u>
Test Pres. <u>5 PSI</u>	Shell Secondary <u>10 Gauge</u>	Rev.# _____ Date: _____

Tank For Stationary Use Only





Capacity 20000 Gallon
 Design Dual Wall AG
 Code UL142 Flameshield
 Test Pres. 5 PSI
 Heads Primary 5/16
 Secondary 1/4
 Shell Primary 1/4
 Secondary 7 Ga.
 Paint Ext. White Urethane
 Paint Int. _____
 Weight Empty 33,000#
 Drawing # _____
 Scale None
 Spec. Note:

2 Compartment
 10000 x 10000
 Double Bulkhead

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, X Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: X Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: X Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: J.C. Bosley Construction, Inc.

Signed: [Signature]

Date: 4-25-12

Title: Secretary/ Treasurer

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

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 exceed 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: [Signature] Date: 4-25-12

State of West Virginia

County of Wood, to-wit:

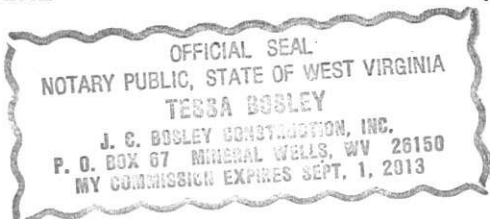
Taken, subscribed, and sworn to before me this 25 day of April, 2012.

My Commission expires September 1, 2013.

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]



Please use this document for technical questions, posing in a question format

Please refer to the section your question is in reference to.

Technical questions for RFQ# _____

Vendor Name: _____

Questions:
