



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

WV PURCHASING ACA SECT Fax 304-558-4115

**Solicitation**

Oct 23 2013 02:35pm P002/014

NUMBER	PAGE
COR61667	1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

TARA LYLE  
 304-558-2544

VENDOR

Mid Atlantic Storage Systems, Inc.  
 1551 Robinson Rd.  
 Washington Court House, OH 43160  
 WV 000252

SHIP TO

DENMAR CORRECTIONAL CENTER  
 HC-64, BOX 125  
 DENMAR ROAD  
 HILLSBORO, WV  
 24946

DATE PRINTED  
 10/22/2013

BID OPENING DATE: 10/31/2013 BID OPENING TIME 01:30PM

LINE	QUANTITY	JOB	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 3		
				SEE ATTACHED PAGES.		
				END OF ADDENDUM NO. 3		
0001	1	JB		968-42		
				REMOVAL/INSTALL OF WATER STORAGE TANKS		
***** THIS IS THE END OF RFQ COR61667 ***** TOTAL:						493,000 <sup>00</sup>
10/31/13 11:58:36 AM West Virginia Purchasing Division						

SIGNATURE: *J. L. Fox* TELEPHONE: 740-313-7664 DATE: October 31, 2013

TITLE: President FEIN: 31-1113115 ADDRESS CHANGES TO BE NOTED ABOVE

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

**SOLICITATION NUMBER: COR61667**

000002

**Addendum Number: 3**

The purpose of this addendum is to modify the solicitation identified as COR61667 ("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:**

1. Specifications attached for the Bolted Stainless Steel Wastewater and Water Storage Tank. See Exhibit #1.
2. Revised bid form attached. See Exhibit #2.
3. The bid opening remains 10/31/2013 at 1:30 pm.

**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.

000010

EXHIBIT #2

RFQ # COR61667

ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO REMOVE TWO (2) EXISTING WATER STORAGE TANKS AND INSTALL ONE (1) WATER STORAGE TANK

DENMAR CORRECTIONAL CENTER

POCAHONTAS COUNTY, WV

BID FORM - Revised by Addendum No. 3 dated 10/23/2013

Bidder's Company Name: Mid Atlantic Storage Systems, Inc.

Bidder's Address: 1551 Robinson Rd.

Washington Court House, OH 43160

Remittance Address: \_\_\_\_\_

(If different)

\_\_\_\_\_

Phone Number: 740-313-7664

Fax Number: 740-335-0584

Email Address: john@midatlanticstorage.com

WV Contractor's License Number: WV 000252

We, the undersigned, hereby propose to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding Documents.

**Contract Base Bid Option A - 300,000 Gallon Glass Coated, Bolted-Steel Water Storage Tank With Concrete Bottom and Foundation, Missing System, Valve Vault, Fencing, Site Preparation, Access Road, 6" DIP Water Main, Connections to Existing System, Demolition and Removal of the Two (2) Existing Water Tanks, Replacement of High Service Pumps, Control Panel, Valves, Piping and Related Appurtenances for a Functional System Complete-in-Place**

CONTRACT BASE BID OPTION A: FOUR HUNDRED NINETY THREE THOUSAND DOLLARS AND  
(\$ 493,000<sup>00</sup>) (Contract base bid to be written in words and numbers.) No cents

000011

EXHIBIT #2

**Contract Base Bid Option B – 300,000 Gallon Welded Steel Water Storage Tank With Concrete Foundation, Missing System, Valve Vault, Fencing, Site Preparation, Access Road, 6" DIP Water Main, Connections to Existing System, Demolition and Removal of the Two (2) Existing Water Tanks, Replacement of High Service Pumps, Control Panel, Valves, Piping and Related Appurtenances for a Functional System  
Complete-in-Place**

**CONTRACT BASE BID OPTION B:**           No Bid          

(\$ \_\_\_\_\_) (Contract base bid to be written in words and numbers.)

**Contract Base Bid Option C – 300,000 Gallon Stainless Steel Bolted Tank Water Storage Tank With Concrete Bottom and Foundation, Missing System, Valve Vault, Fencing, Site Preparation, Access Road, 6" DIP Water Main, Connections to Existing System, Demolition and Removal of the Two (2) Existing Water Tanks, Replacement of High Service Pumps, Control Panel, Valves, Piping and Related Appurtenances for a Functional System  
Complete-in-Place**

**CONTRACT BASE BID OPTION C:**           No Bid          

(\$ \_\_\_\_\_) (Contract base bid to be written in words and numbers.)

The basis of award will be issued to the lowest bidder meeting specifications on the Contract Base Bid Option A, Contract Base Bid Option B, or Contract Base Bid Option C. Only one option will be awarded.

Bidder understands that to the extent allowed by the West Virginia Code, the OWNER reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any conditions of the bid by the Bidder that is in any way inconsistent with the requirements, terms, and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

000012

**EXHIBIT #2**

RESPECTFULLY SUBMITTED:

DATE: October 31, 2013

WV VENDOR NO.: 709021817

CONTRACTOR LICENSE NO.: WV 000252

BY: 

John Fox

(SIGNATURE, IN INK)

TITLE: President

FIRM NAME: Mid Atlantic Storage Systems, Inc. (CORPORATE SEAL  
IF APPLICABLE)

ADDRESS: 1551 Robinson Rd. Washington Court House, OH 43160

END OF BID FORM



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

**Solicitation**

NUMBER
COR61667

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE 304-558-2544

\*709021817 740-335-2019  
 MID ATLANTIC STORAGE SYSTEMS I  
 1551 ROBINSON RD  
 WASHINGTON CH OH 43160

VENDOR

DENMAR CORRECTIONAL CENTER  
 HC-64, BOX 125  
 DENMAR ROAD  
 HILLSBORO, WV  
 24946

SHIP TO

DATE PRINTED
10/21/2013

BID OPENING DATE: 10/31/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		968-42		
				ADDENDUM NO. 2		
				SEE ATTACHED PAGES.		
				END OF ADDENDUM NO. 2		
						OCT 24 2013
REMOVAL/INSTALL OF WATER STORAGE TANKS						
***** THIS IS THE END OF RFQ COR61667 ***** TOTAL:						<u>493,000<sup>00</sup></u>

SIGNATURE <i>J. L. Fox</i>	TELEPHONE 740-313-7664	DATE October 31, 2013
TITLE President	FEIN 31-1113115	ADDRESS CHANGES TO BE NOTED ABOVE

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

## SOLICITATION NUMBER: COR61667

## Addendum Number: 2

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The purpose of this addendum is to modify the solicitation identified as COR61667 ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

1. The bid opening has been extended from 10/24/2013 to 10/31/2013. The bid opening time remains at 1:30 pm.

**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.



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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**Solicitation**

NUMBER
COR61667

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1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE 304-558-2544

VENDOR

\*709021817      740-335-2019  
 MID ATLANTIC STORAGE SYSTEMS I  
 1551 ROBINSON RD  
 WASHINGTON CH OH 43160

SHIP TO

DENMAR CORRECTIONAL CENTER  
 HC-64, BOX 125  
 DENMAR ROAD  
 HILLSBORO, WV  
 24946

DATE PRINTED
10/15/2013

BID OPENING DATE: 10/24/2013      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				SEE ATTACHED PAGES.		
				END OF ADDENDUM NO. 1		
0001	1	JB		968-42		
				REMOVAL/INSTALL OF WATER STORAGE TANKS		
***** THIS IS THE END OF RFQ COR61667 ***** TOTAL:						493,000 <sup>00</sup>
SIGNATURE <i>J L Fox</i>				TELEPHONE 740-313-7664	DATE October 31, 2013	
TITLE President		FEIN 31-1113115		ADDRESS CHANGES TO BE NOTED ABOVE		

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



SOLICITATION NUMBER: COR61667

000002

Addendum Number: 1

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The purpose of this addendum is to modify the solicitation identified as COR61667 ("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:**

1. Responses to vendor questions attached.
2. Pre-bid sign-in sheets attached.
3. Revised bid form attached.
4. The bid opening has moved from 10/22/2013 to 10/24/2013. The bid opening time remains at 1:30 pm.

**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.



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
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**Solicitation**

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE
304-558-2544

\*709021817      740-335-2019  
 MID ATLANTIC STORAGE SYSTEMS I  
 1551 ROBINSON RD  
 WASHINGTON CH OH 43160

VENDOR

SHIP TO

DENMAR CORRECTIONAL CENTER  
 HC-64, BOX 125  
 DENMAR ROAD  
 HILLSBORO, WV  
 24946

DATE PRINTED
09/26/2013

BID OPENING DATE: 10/22/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** PLEASE NOTE A MANDATORY PRE-BID MEETING IS SCHEDULED FOR 10/10/2013 AT 10:00 AM AT THE DENMAR CORRECTIONAL CENTER LOCATED AT HC64 BOX 125 HILLSBORO, WV 24946. VENDORS SHOULD CONTACT SYLVIA HANEY AT 304-653-4201 OR BY EMAIL AT SYLVIA.J.HANEY@WV.GOV TO PRE-REGISTER PRIOR TO THE MANDATORY MEETING. ***** PLEASE NOTE: THE DRUG FREE WORKPLACE AFFIDAVIT AND BID BOND ARE REQUIRED WITH BID SUBMISSION. ***** VENDORS MAY PICK-UP COPIES OF THE CONTRACT DOCUMENTS AT THE OFFICE OF S & S ENGINEERS, INC., LOCATED AT 501 EAGLE MOUNTAIN ROAD CHARLESTON, WV 25311.  THERE IS A NON-REFUNDABLE \$200.00 CHARGE FOR THE CONTRACT DOCUMENTS. MAILED CONTRACT DOCUMENTS WILL BE CHARGED AN ADDITIONAL NON-REFUNDABLE FEE OF \$35.00.  FOR MORE INFORMATION, CONTACT S & S ENGINEERS, INC. AT 304-342-7168. *****						
0001	1	JB		968-42		493,000 <sup>00</sup>
				REMOVAL/INSTALL OF WATER STORAGE TANKS		

SIGNATURE	TELEPHONE	DATE
<i>J L Fox</i>	740-313-7664	October 31, 2013
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	31-1113115	

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



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

**Solicitation**

NUMBER
COR61667

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
TARA LYLE
304-558-2544

\*709021817      740-335-2019  
 MID ATLANTIC STORAGE SYSTEMS I  
 1551 ROBINSON RD  
 WASHINGTON CH OH 43160

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DENMAR CORRECTIONAL CENTER  
 HC-64, BOX 125  
 DENMAR ROAD  
 HILLSBORO, WV  
 24946

DATE PRINTED
09/26/2013

BID OPENING DATE: 10/22/2013      BID OPENING TIME 1:30PM

LINE	QUANTITY	UQP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV DIVISION OF CORRECTIONS - DENMAR CORRECTIONAL CENTER, IS SOLICITING BIDS TO REMOVE TWO (2) EXISTING WATER STORAGE TANKS AND INSTALL ONE (1) NEW WATER STORAGE TANK AT THE DENMAR CORRECTIONAL COMPLEX LOCATED AT HC64, BOX 125 HILLSBORO, WV 24949, PER THE ATTACHED SPECIFICATIONS.</p> <p>ATTACHMENTS INCLUDE:</p> <ol style="list-style-type: none"> <li>INSTRUCTIONS TO VENDORS SUBMITTING BIDS</li> <li>GENERAL TERMS AND CONDITIONS</li> <li>ADDITIONAL TERMS AND CONDITIONS (CONSTRUCTION CONTRACTS ONLY)</li> <li>COR61667 SPECIFICATIONS</li> <li>CERTIFICATION AND SIGNATURE PAGE</li> <li>ADDENDUM ACKNOWLEDGEMENT FORM</li> <li>PURCHASING AFFIDAVIT</li> <li>DRUG-FREE WORKPLACE AFFIDAVIT</li> <li>BID BOND INSTRUCTIONS AND FORM</li> <li>WV-75-CONSTRUCTION BID SUBMISSION REVIEW FORM</li> </ol>						
***** THIS IS THE END OF RFQ COR61667 ***** TOTAL:						<u>493,000<sup>00</sup></u>

SIGNATURE 	TELEPHONE 740-313-7664	DATE October 31, 2013
TITLE President	FEIN 31-1113115	ADDRESS CHANGES TO BE NOTED ABOVE

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:

October 10, 2013 at 10:00 am

Location:  
Denmar Correctional Center  
HC64, Box 125  
Hillsboro, WV 24946

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: October 11, 2013 at 5:00 pm

Submit Questions to: Tara Lyle, File 32  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: 304-558-4115  
Email: Tara.L.Lyle@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  
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 n/a 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:

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~  
~~October 22, 2013 at 1:30 pm~~  
 October 31, 2013 at 1:30PM

Bid Opening Location:

Department of Administration, Purchasing Division  
 2019 Washington Street East  
 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.

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

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within 270 \_\_\_\_\_ days.



- One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- 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 100% of contract value . 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 and shall list the state as a certificate holder:

- Commercial General Liability Insurance:**  
\$1,000,000.00 or more.
- Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.
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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.

WV Contractor's License

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  
for

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. [RESERVED]**

**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. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

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.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**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:** Mid Atlantic Storage Systems, Inc.

**Contractor's License No.** WV 000252

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 AFFIDAVIT:** 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.

**2.1 DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article.

The awarding public authority may cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

3. **DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

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- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;

(4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder.

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 \$250,000.00 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. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.
  - a. **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 subcontractor will be used to perform more than \$25,000.00 of work, when applicable
  - b. **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.
  - c. **Substitution of Subcontractor.** Written approval must be obtained from the State Spending Unit 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.

## COR61667 - REQUEST FOR QUOTATIONS

REMOVAL OF TWO (2) EXISTING WATER STORAGE TANKS, INSTALLATION OF ONE (1) NEW WATER STORAGE TANK, AND MISCELLANEOUS WORK AT THE WATER STORAGE TANK LOCATION AND AT THE EXISTING WATER TREATMENT PLANT AT DENMAR CORRECTIONAL CENTER, POCAHONTAS COUNTY, WV

The Denmar Correctional Center (DCC), a West Virginia Division of Corrections Facility (DOC), is soliciting a lump sum quotation for the removal of two (2) existing water storage tanks, installation of one new water storage tank, and miscellaneous work at the water storage tank location and at the existing water treatment plant.

A mandatory pre-bid conference is scheduled for **October 10, 2013 at 10:00 am** at the Saint Marys Correctional Center. Vendors interested in attending the pre-bid conference should notify the facility and register with the following individual:

Name: Sylvia Haney  
Phone: 304-653-4201  
Email: [Sylvia.J.Haney@wv.gov](mailto:Sylvia.J.Haney@wv.gov)

Vendors quoting this project **SHALL** comply with the below Specifications:

**PART I: SUMMARY OF PROJECT, STANDARD SPECIFICATIONS, AND REQUIREMENTS****PART 1 GENERAL****1.01 DESCRIPTION**

- A. At Denmar Correctional Center, there are two existing water storage tanks. It is believed the first water storage tank was constructed in 1953. The estimated size of the tank is thirty feet (30') in diameter by twenty-eight and a half feet (28.5') tall and will hold an estimated 149,407 gallons. The estimated weight of the first tank is around twelve (12) to thirteen (13) tons. It is believed the second water tank was constructed in 1972. The estimated size of the tank is thirty-four feet (34') in diameter by twenty-four feet (24') tall and will hold an estimated 126,895 gallons. The estimated weight of the second tank is around twelve (12) to thirteen (13) tons. It is unknown when the two (2) foundations were constructed. At this time, we can only assume it was when the water tanks were installed. The elevation of the foundation to the tank that was built in 1953 is about four feet (4') lower than the tank that was built in 1972. The elevation of the top of both tanks is about the same.
- B. The water is pumped from the Greenbrier River and goes through a treatment plant. The water is then pumped up to the two (2) storage tanks. The water then goes to the Facility as needed. The existing pipe is six inch (6") ductile iron with cement inside. There is one (1) pipe from the treatment plant that feeds water to both tanks. The water storage tanks are filled up by gravity and area of least resistance. There is one (1) pipe from the



two water storage tanks that goes to the Facility. Each water storage tank has one (1) drain pipe that extends about fifty feet (50') to sixty feet (60') from the water storage tanks.

- C. The Facility cannot do without both storage tanks at the same time. The contractor must do the project in the following construction project sequence:
- 1) On water storage tank #1, the facility will drain the tank below the areas where the wooden pegs are driven in the metal tank. Contractor must provide and weld metal plates large enough to cover the existing holes in the metal tank where the wooden pegs are located. **This must be done as soon as the contract has been encumbered.**
  - 2) Prior to construction, the existing 149,407 gallon water storage tank (shown as tank #1 on the drawing) must be filled completely full with water.
  - 3) Drain the existing 126,895 gallon water storage tank (shown as tank #2 on the drawing) once tank #1 have been completely filled.
  - 4) The existing water line to the existing water storage tank #2 must be cut and plugged.
  - 5) The existing water storage tank #2 must be removed. This includes the metal tank, foundation, and associated piping, and piping connections.
  - 6) All disassembled pieces from storage tank #2 must be set aside at the location as specified on the drawings.
  - 7) Excavate and grade the area where the new 300,000 gallon water storage tank will be located including relocating the existing gravel road as shown on the contract drawings.
  - 8) Construct the new water storage tank, including the foundation, valve vault, 8" PVC overflow piping, storage tank, liquid level indicator, and rock rip rap outfall as shown on the contract drawings.
  - 9) Connect the new water storage tank to existing water piping with new valves as shown on the contract drawings.
  - 10) The new water storage tank must be disinfected completely and tested prior to filling with water.
  - 11) The existing water storage tank #1 must be removed. This includes the storage tank, foundation, assorted piping, and piping connections.

- 12) All disassembled pieces from storage tank #1 must be set aside at the location as specified on the contract drawings.
  - 13) The site area must be re-graded including reseeded.
  - 14) The new gravel access road and storm drain piping must be constructed as shown on the contract drawings.
  - 15) A chain link fence and lighting must be installed as shown on the contract drawings.
- D. It is the responsibility of the contractor to dispose of all the items from the existing metal storage tanks, foundations (other than concrete), pipes, and accessories at no cost of the owner.
- E. The liquidated damages amount per day is \$750.00.

#### **1.02 EXTENT OF WORK**

- A. Provide all labor, material, tools, equipment, and supplies necessary to complete the work previously stated in section 1.01.

#### **1.03 PERMITS**

- A. Contractor shall secure and pay for any required permits and for all other permits, governmental fees, and license which are necessary for the proper execution and completion of the work as specified.

#### **1.04 TERMS OF WORK**

- A. All work shall be completed within two hundred seventy (270) calendar days upon receipt of Notice to Proceed. The Notice to Proceed will be issued by the WVDOC after the contract has been encumbered by the West Virginia Purchasing Division or the Division of Corrections.

#### **1.05 SECURITY**

- A. Contractor must comply with all Division of Corrections and Facility security requirements. This includes but is not limited to security background check of any employee of contractor that will be working on-site on the project.

#### **1.06 TOOLS**

- A. Contractor must comply with all Division of Corrections and Facility tool security requirements. This includes but is not limited to checking all tools brought into the Facility at the beginning of the work day, checking all tools being removed

from the Facility at the end of the work day, keeping all tools locked up while not in use, and reporting any missing tools.

#### **1.07 CODE REQUIREMENTS**

- A. All work must comply with all federal, state, county, and city code requirements.

#### **1.08 SUBMITTALS**

- A. Comply with the specifications in the program manual.

#### **1.09 PRODUCT DELIVERY, STORAGE AND HANDLING**

- A. Material can be shipped directly to the Facility as long as it does not require to be unloaded by the Facility. The Facility does not have the capability to unload heavy equipment or materials. The Facility will not be responsible for short shipped items.
- B. If the contractor stores the material at a location other than at this Facility, additional insurance is required to receive payment on stored materials.
- C. Any materials which are found to be damaged shall be removed and replaced at the contractor's expense.

#### **1.10 WORK TIMES**

- A. The standard hours of work are Monday thru Friday from 8:00 am until 4:00 pm unless otherwise noted.
- B. If for any reason, the contractor wishes to work other than the previous stated days and hours, the request must be turned into the Facility at least forty-eight (48) hours in advance for approval. The request must be submitted to the Associate Warden of Operations.

#### **1.11 WORK SEQUENCE**

- A. Schedule and execute work to coordinate with the Facility.

#### **1.12 USE OF THE PREMISES**

- A. Before beginning work, the contractor must secure approval from the building owner's representative for the following:
  - 1. Areas permitted for personnel parking.
  - 2. Access to the site.
  - 3. Areas permitted for storage of materials and debris.

4. Areas permitted for the location of equipment and any other items needed to do the project.

### 1.13 EXISTING CONDITIONS

- A. If discrepancies are discovered between the existing conditions and those noted on the drawings, immediately notify the owner's representative by phone and solicit the manufacturer's approval prior to commencing with the work.

### 1.14 TEMPORARY FACILITIES AND CONTROLS

#### A. Temporary Utilities:

1. In certain areas of the facility, water and power for construction purposes, and lighting are available at the site and will be made available to the contractor if requested.
2. Provide all hoses, valves and connections for water from source designated by the owner when made available.
3. When available, electrical power should be extended as required from the source. Provide all trailers, connections and fused disconnects.

#### B. Temporary Sanitary Facilities:

1. Sanitary facilities are available at the job site. If the sanitary facilities are not available, the contractor shall be responsible for the provision and maintenance of portable toilets or their equal

#### C. Building Site:

1. The contractor shall use reasonable care and responsibility to protect the building and site against damages. The contractor shall be responsible for the correction of any damage incurred as a result of the performance of the contract.
2. The contractor shall remove all debris from the job site in a timely and legally acceptable manner so as to not detract from the aesthetics or the functions of the building.

#### D. Security:

1. Obey the owner's requirements for personnel identification, inspection and other security measures.

**1.15 JOB SITE PROTECTION**

- A. The contractor shall adequately protect building, paved areas, service drives, lawn, shrubs, trees, etc. from damage while performing the required work. The contractor shall repair or be responsible for costs to repair all property damaged during the project.
- B. During the contractor's performance of the work, the Facility owner will continue to occupy the existing building and daily operations. The contractor shall take precautions to prevent the spread of dust and debris, particularly where such material may sift into the building. The contractor shall provide labor and materials to construct, maintain and remove necessary temporary enclosures to prevent dust or debris in the construction area(s) from entering the remainder of the building.
- C. Remove all traces of piled bulk materials and return the job site to its original condition upon completion of the work.

**1.16 DAMAGES**

- A. Any damages occurring to the building or property resulting from the contractor's performance of this work shall be the responsibility of the contractor to repair at the contractor's expense; either by using his/her own forces or that of an approved sub-contractor. The repair method and finished product will be subject to the approval of the owner.

**1.17 CLEANUP**

- A. The Contractor shall keep the work area as clean as possible during the entire progress of work, and shall be responsible to remove from the site, the packaging materials from the products and other debris as it accumulates. All items that are removed to allow the installation of the new items will become the property of the contractor to dispose of unless otherwise noted.

**1.18 SAFETY**

- A. The contractor shall be responsible for all means and methods as they relate to safety and shall comply with all applicable local, state and federal requirements that are safety related. Safety shall be the responsibility of the contractor. All related personnel shall be instructed daily to be mindful of the full time requirement to maintain a safe environment for the facility's occupants including staff, visitors, customers and the occurrence of the general public on or near the site.
- B. The Contractor shall provide safety barriers around work areas where heavy equipment may be in operation or as required by OSHA.

**1.19 WORKMANSHIP**

- A. All work shall be of highest quality and in strict accordance with the manufacturer's published specifications and to the building owner's satisfaction.

**1.20 QUALITY ASSURANCE**

- A. Unless otherwise noted in this specification, the contractor must strictly comply with the manufacturer's current specifications and details.

**1.21 JOB CONDITIONS, CAUTIONS AND WARNINGS**

- A. Proceed with the installation of the project work only when weather conditions are appropriate.

**1.22 WARRANTY**

- A. One (1) year on the complete system including parts and labor from the project substational completion date.
- B. Minimum requirements of the Manufacturer's warranty on equipment and material.

**1.23 PAY APPLICATIONS**

- A. Ten (10%) percent retainage must be held back on each pay application until project has been completed.
  - 1. Retainage is not required on projects where there is only one pay application.
- B. Pay applications will be required to be submitted once a month. Contractor must submit three original copies. Each copy must be signed with a signature in blue ink and must be notarized.
- C. Certified payroll must be submitted with each pay application. Contractor must submit two original copies. Each copy must be signed with signature in blue ink.

**1.24 BIDDING**

- A. There is a bid form in the Program Manual. It is recommended that the contractor use that bid form. If the contractor does not use the bid form in this package, they must break their bid down into the following breakdown. All bid pricing must be written in words and numbers. The basis of award will be issued to the lowest bidder on the "Contract Base Bid" meeting specifications.

RFQ # COR61667

**ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO REMOVE TWO (2) EXISTING WATER STORAGE TANKS AND INSTALL ONE (1) WATER STORAGE TANK**

**DENMAR CORRECTIONAL CENTER**

**POCAHONTAS COUNTY, WV**

**BID FORM**

Bidder's Company Name: Mid Atlantic Storage Systems, Inc.

Bidder's Address: 1551 Robinson Rd.

Washington Court House, OH 43160

Remittance Address: \_\_\_\_\_

(If different)

Phone Number: 740-313-7664

Fax Number: 740-335-0584

Email Address: john@midatlanticstorage.com

WV Contractor's License Number: WV 000252

We, the undersigned, hereby propose to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding Documents.

**Contract Base Bid Option A - 300,000 Gallon Glass Coated, Bolted-Steel Water Storage Tank With Concrete Bottom and Foundation, Mixing System, Valve Vault, Fencing, Site Preparation, Access Road, 6" DIP Water Main, Connections to Existing System, Demolition and Removal of the Two (2) Existing Water Tanks, Replacement of High Service Pumps, Control Panel, Valves, Piping and Related Appurtenances for a Functional System**  
Complete-in-Place

**Contract Base Bid Option B - 300,000 Gallon Welded Steel Water Storage Tank With Concrete Foundation, Mixing System, Valve Vault, Fencing, Site Preparation, Access Road, 6" DIP Water main, Connections to Existing System, Demolition and Removal of the Two (2) Existing Water Tanks, Replacement of High Service Pumps, Control Panel, Valves, Piping and Related Appurtenances for a Functional System**  
Complete-in-Place

The basis of award will be issued to the lowest bidder meeting specifications on the Contract Base Bid Option A or Contract Base Bid Option B.

CONTRACT BASE BID OPTION A: \_\_\_\_\_

(\$ \_\_\_\_\_) (Contract base bid to be written in words and numbers.)

*SEE BID PAGE  
REVISED VIA ADDENDUM*

CONTRACT BASE BID OPTION B: \_\_\_\_\_

(\$ \_\_\_\_\_) (Contract base bid to be written in words and numbers.)

Bidder understands that to the extent allowed by the West Virginia Code, the OWNER reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any conditions of the bid by the Bidder that is in any way inconsistent with the requirements, terms, and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

RESPECTFULLY SUBMITTED:

DATE: October 31, 2013

WV VENDOR NO.: 709021817

CONTRACTOR LICENSE NO.: WV 000252

BY: *J L Fox*

(SIGNATURE, IN INK)

TITLE: President

FIRM NAME: Mid Atlantic Storage Systems, Inc.

(CORPORATE SEAL  
IF APPLICABLE)

ADDRESS: 1551 Robinson Rd. Washington Court House, OH 43160

END OF BID FORM



BID BOND PREPARATION INSTRUCTIONS

000035

AGENCY (A) \_\_\_\_\_  
RFQ/RFP# (B) \_\_\_\_\_

- (A) WV State Agency  
(Stated on Page 1 "Spending Unit")
- (B) Request for Quotation Number (upper right corner of page #1)
- (C) Your Business Entity Name (or Individual Name if Sole Proprietor)
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety's Principal Office
- (K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
- (L) Amount of bond in numbers
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Business Entity (or Individual Name if Sole Proprietor)
- (R) Seal of Principal
- (S) Signature of President, Vice President, or Authorized Agent
- (T) Title of Person Signing for Principal
- (U) Seal of Surety
- (V) Name of Surety
- (W) Signature of Attorney in Fact of the Surety

**Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_ (C) of \_\_\_\_\_ (D) \_\_\_\_\_ (E) as Principal, and \_\_\_\_\_ (F) of \_\_\_\_\_ (G) \_\_\_\_\_ (H), a corporation organized and existing under the laws of the State of \_\_\_\_\_ (I) with its principal office in the City of \_\_\_\_\_ (J), as Surety, are held and firmly bound unto The State of West Virginia, as Obligee, in the penal sum of \_\_\_\_\_ (K) (\$ \_\_\_\_\_ (L)) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof to enter into a contract in writing for \_\_\_\_\_ (M)

NOW THEREFORE

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, the (N) day of (O), 20 (P).

Principal Seal (R) \_\_\_\_\_ (Q)  
(Name of Principal)

By \_\_\_\_\_ (S)  
(Must be President, Vice President, or Duly Authorized Agent)

\_\_\_\_\_ (T)  
Title

Surety Seal (U) \_\_\_\_\_ (V)  
(Name of Surety)

\_\_\_\_\_ (W)  
Attorney-in-Fact

NOTE 1: Dated Power of Attorney with Surety Seal must accompany this bid bond.

**IMPORTANT** – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.



State of West Virginia

## **PURCHASING DIVISION**

### **Construction Bid Submission Review Form**

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*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).

**FORM OF PROPOSAL**

**WEST VIRGINIA DIVISION OF CORRECTIONS  
DENMAR CORRECTIONAL CENTER  
POCAHONTAS COUNTY, WEST VIRGINIA**

**CONTRACT NO. COR61667  
WATER STORAGE TANK REPLACEMENT PROJECT**

**RFQ # COR61667**

**ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO  
REMOVE TWO (2) EXISTING WATER STORAGE TANKS AND INSTALL ONE (1)  
WATER STORAGE TANK**

**DENMAR CORRECTIONAL CENTER**

**POCAHONTAS COUNTY, WV**

**BID FORM**

Bidder's Company Name: Mid Atlantic Storage Systems, Inc.

Bidder's Address: 1551 Robinson Rd.

Washington Court House, OH 43160

Remittance Address: \_\_\_\_\_

(If different)

Phone Number: 740-313-7664

Fax Number: 740-335-0584

Email Address: john@midatlanticstorage.com

WV Contractor's License Number: WV 000252

We, the undersigned, hereby propose to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding Documents.

**Contract Base Bid Option A - 300,000 Gallon Glass Coated, Bolted-Steel Water Storage Tank With Concrete Bottom and Foundation, Mixing System, Valve Vault, Fencing, Site Preparation, Access Road, 6" DIP Water Main, Connections to Existing System, Demolition and Removal of the Two (2) Existing Water Tanks, Replacement of High Service Pumps, Control Panel, Valves, Piping and Related Appurtenances for a Functional System**  
Complete-in-Place

**Contract Base Bid Option B - 300,000 Gallon Welded Steel Water Storage Tank With Concrete Foundation, Mixing System, Valve Vault, Fencing, Site Preparation, Access Road, 6" DIP Water main, Connections to Existing System, Demolition and Removal of the Two (2) Existing Water Tanks, Replacement of High Service Pumps, Control Panel, Valves, Piping and Related Appurtenances for a Functional System**  
Complete-in-Place

The basis of award will be issued to the lowest bidder meeting specifications on the Contract Base Bid Option A or Contract Base Bid Option B.

*See add #3  
Exhibit 2*

**CONTRACT BASE BID OPTION A:** \_\_\_\_\_

(\$ \_\_\_\_\_) (Contract base bid to be written in words and numbers.)

**CONTRACT BASE BID OPTION B:** \_\_\_\_\_

(\$ \_\_\_\_\_) (Contract base bid to be written in words and numbers.)

Bidder understands that to the extent allowed by the West Virginia Code, the OWNER reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any conditions of the bid by the Bidder that is in any way inconsistent with the requirements, terms, and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

RESPECTFULLY SUBMITTED:

DATE: October 31, 2013

WV VENDOR NO.: 709021817

CONTRACTOR LICENSE NO.: WV 000252

BY: *J L Fox*

John Fox

(SIGNATURE, IN INK)

TITLE: President

FIRM NAME: Mid Atlantic Storage Systems, Inc.

(CORPORATE SEAL  
IF APPLICABLE)

ADDRESS: 1551 Robinson Rd. Washington Court House, OH 43160

END OF BID FORM

Copies of the following notice will be posted in conspicuous places available to employees or applicants for employment:

NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS  
NONDISCRIMINATION IN EMPLOYMENT

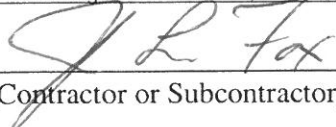
TO: \_\_\_\_\_  
(Name or union or organization or workers)

The undersigned currently holds contract(s) with (Name of Applicant) involving funds or credit of the U.S. Government or (a) subcontractor(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and in accordance the Executive Order No. 11246, Section 202, dated September 24, 1965, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

- HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION,
- RECRUITMENT, ADVERTISING, OR SOLICITATION FOR
- EMPLOYMENT, TRAINING DURING EMPLOYMENT, RATES OF
- PAY OR OTHER FORMS OF COMPENSATION, SELECTION FOR
- TRAINING INCLUDING APPRENTICESHIP, LAYOFF, OR TERMINATION.

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontract(s) and Executive Order No. 11246.

Mid Atlantic Storage Systems, Inc.  
\_\_\_\_\_  
1551 Robinson Rd.  
\_\_\_\_\_  
Washington Court House, OH 43160  
\_\_\_\_\_  
  
\_\_\_\_\_  
(Contractor or Subcontractor)

**ATTACHMENT 3**

**WEST VIRGINIA DIVISION OF CORRECTIONS**  
**DENMAR CORRECTIONAL CENTER**  
**WATER STORAGE TANK REPLACEMENT PROJECT**

**CERTIFICATION OF NONSEGREGATED FACILITIES**

(Applicable to contracts, subcontracts, and agreements with Applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certificate, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation and entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he will retain such certifications in his files, and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).



(Signature)

October 31, 2013

(Date)

John Fox, President

(Name and Title of Signer – Please Type)

NOTE: The penalty for making false statement in offers is prescribed in 18 U.S.C. 1001.

(Project Name)

**CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 FR 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity Clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certificate indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded until such report is submitted.

**CERTIFICATION BY BIDDER**


<b>NAME AND ADDRESS OF BIDDER</b>	Mid Atlantic Storage Systems, Inc. 1551 Robinson Rd. Washington Court House, OH 43160
-----------------------------------	---

1. Bidder had developed and maintains on file an affirmative action plan pursuant to 41 CFR Part 61-2.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
--	---	-----------------------------

2. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
---	---	-----------------------------

3. If #2 above is checked, compliance reports were required to be filed in connection with such contract or subcontract, and all required reports that were filed.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
--	---	-----------------------------

<b>NAME AND TITLE OR SIGNER (Please type)</b>	John Fox, President
---	---------------------

<b>SIGNATURE</b> 	<b>Date:</b> <u>October 31, 2013</u>
--	--------------------------------------





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

STATE OF ~~WEST VIRGINIA~~ Ohio

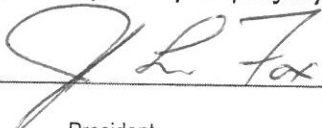
COUNTY OF Fayette, TO-WIT:

I, John Fox, after being first duly sworn, depose and state as follows:

1. I am an employee of Mid Atlantic Storage Systems, Inc.; and,  
(Company Name)
2. I do hereby attest that Mid Atlantic Storage Systems, Inc.  
(Company Name)

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


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

By:  John Fox  
 Title: President  
 Company Name: Mid Atlantic Storage Systems, Inc.  
 Date: October 31, 2013

Taken, subscribed and sworn to before me this 31st day of October, 2013.

By Commission expires February 10, 2017

(Seal)

  
 (Notary Public) Nancy Ellis



NANCY A. ELLIS  
Notary Public, State of Ohio  
My Commission Expires  
February 10, 2017

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WY 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**

**MANDATE:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

**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.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"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.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Mid Atlantic Storage Systems, Inc.

Authorized Signature: *John Fox* Date: October 31, 2013  
John Fox, President

State of Ohio

County of Fayette, to-wit:

Taken, subscribed, and sworn to before me this 31st day of October, 2013

My Commission expires February 10, 2017.

AFFIX SEAL HERE

NOTARY PUBLIC

*Nancy Ellis*  
Nancy Ellis



NANCY A. ELLIS  
Notary Public, State of Ohio  
My Commission Expires  
February 10, 2017

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.

Mid Atlantic Storage Systems, Inc.

(Company)



(Authorized Signature)

John Fox, President

(Representative Name, Title)

740-313-7664

(Phone Number)

740-335-0584

(Fax Number)

October 31, 2013

(Date)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: COR61667**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

Mid Atlantic Storage Systems, Inc.  
 \_\_\_\_\_  
 Company  
  
 \_\_\_\_\_  
 John Fox, President      Authorized Signature  
 \_\_\_\_\_  
 October 31, 2013  
 \_\_\_\_\_  
 Date

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

**WESTERN SURETY COMPANY**  
**Sioux Falls, South Dakota**  
**Statement of Net Admitted Assets and Liabilities**  
**December 31, 2012**

ASSETS

Bonds	\$ 1,544,217,378
Stocks	23,405,721
Cash and short-term investments	85,332,658
Uncollected premiums and agents' balances	32,034,747
Amounts recoverable from reinsurers	163,180
Net deferred tax asset	23,141,708
Electronic data processing equipment and software	47,102
Investment income due and accrued	18,997,674
Other assets	<u>5,203,942</u>
Total Assets	<u>\$ 1,732,544,110</u>


LIABILITIES AND SURPLUS

Losses	\$ 310,752,443
Loss adjustment expense	79,546,495
Contingent and other commissions payable	6,404,001
Other expense	1,046,332
Taxes, licenses and fees	1,652,483
Unearned premiums	249,533,795
Other liabilities	<u>31,210,018</u>
Total Liabilities	680,145,567

Surplus Account:	
Capital paid up	4,000,000
Gross paid in and contributed surplus	280,071,836
Unassigned funds	<u>768,326,707</u>
Surplus as regards policyholders	\$ 1,052,398,543
Total Liabilities and Capital	<u>\$ 1,732,544,110</u>

I, OJ B. Magana, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2012, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

Western Surety Company

By   
Assistant Vice President

Subscribed and sworn to me this 25th day of March, 2013.

My commission expires:

  
Notary Public

\*\*\*\*\*  
"OFFICIAL SEAL"  
KATHLEEN M. SCHROEDER  
Notary Public, State of Illinois  
My Commission Expires 08/16/15  
\*\*\*\*\*

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Mid Atlantic Storage Systems, Inc.  
of Washington Court House, Ohio, as Principal, and Western Surety Company  
of Sioux Falls, South Dakota, a corporation organized and existing under the laws of the State of South Dakota with its principal office in the City of Sioux Falls, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of 5% of contract amount bid (\$ \_\_\_\_\_) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for Denmar Correctional Center - Water Storage Tank Replacement Project, Pocahontas County, WV

NOW THEREFORE,

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, this 31st day of October, 2013.

Principal Seal

Mid Atlantic Storage Systems, Inc.

(Name of Principal)

By John Fox John Fox

(Must be President, Vice President, or Duly Authorized Agent)

President

(Title)

Surety Seal

Western Surety Company

(Name of Surety)

Amy M. Perdue  
Amy M. Perdue Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.**

Countersigned this 31st day of October, 2013

By: Gregory T. Gordon  
Gregory T. Gordon, WV Resident Agent

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Gregory R Overmyer, Jack E Kehl, Stephanie M Fannin, Amy M Perdue, Nicole Murray, Nancy S Santho, Individually**

of Columbus, OH, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of July, 2013.



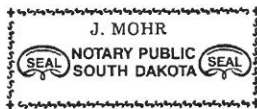
WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 29th day of July, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
June 23, 2015



J. Mohr  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 31<sup>st</sup> day of October, 2013.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

# CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

**Number:**

WV000252

**Classification:**

GENERAL ENGINEERING

MID ATLANTIC STORAGE SYSTEMS INC  
DBA MID ATLANTIC STORAGE SYSTEMS INC  
1551 ROBINSON ROAD  
WASHINGTON COURT HOUSE, OH 43160-92

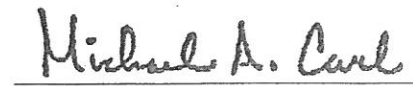
**Date Issued**

AUGUST 02, 2013

**Expiration Date**

AUGUST 02, 2014

  
\_\_\_\_\_  
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.



United States Environmental Protection Agency  
Washington, D.C.

### Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

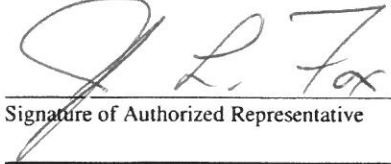
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one ore more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Mid Atlantic Storage Systems, Inc.

John Fox, President

Typed Name & Title of Authorized Representative



Signature of Authorized Representative

October 31, 2013

Date

I am unable to certify to the above statements. My explanation is attached.

EPA Form 5700-49(11-88)