



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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

*WELDING, Inc*  
*1712 PENNSYLVANIA Ave*  
*Charleston, WV 25302*

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	REMOVAL/INSTALL OF WATER STORAGE TANKS		<i>5,497,000.00</i>

10/24/13 11:03:55 AM  
 West Virginia Purchasing Division

SIGNATURE <i>W. O. Carroll</i>	TELEPHONE <i>304 346-0763</i>	DATE <i>10/24/13</i>
TITLE <i>President</i>	FEIN <i>55-033 5167</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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

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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
<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>1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS</li> <li>2. GENERAL TERMS AND CONDITIONS</li> <li>3. ADDITIONAL TERMS AND CONDITIONS (CONSTRUCTION CONTRACTS ONLY)</li> <li>4. COR61667 SPECIFICATIONS</li> <li>5. CERTIFICATION AND SIGNATURE PAGE</li> <li>6. ADDENDUM ACKNOWLEDGEMENT FORM</li> <li>7. PURCHASING AFFIDAVIT</li> <li>8. DRUG-FREE WORKPLACE AFFIDAVIT</li> <li>9. BID BOND INSTRUCTIONS AND FORM</li> <li>10. WV-75-CONSTRUCTION BID SUBMISSION REVIEW FORM</li> </ol>						
<p>***** THIS IS THE END OF RFQ COR61667 ***** TOTAL:</p>						<p><u>\$ 497,000<sup>00</sup></u></p>

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	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

000005

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: October 22, 2013 at 1:30 pm

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: WELDING, INC  
 Contractor's License No. WV # 2219

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:

- (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 Denmark 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 Denmark 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 has 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.



State of West Virginia

## PURCHASING DIVISION

### Construction Bid Submission Review Form

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

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

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

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

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



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

**Solicitation**

NUMBER
<b>COR61667</b>

PAGE
<b>1</b>

ADDRESS CORRESPONDENCE TO ATTENTION OF:
<b>TARA LYLE 304-558-2544</b>

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

*WELDING, INC  
 1712 PENNSYLVANIA AVE  
 CHARLESTON, WV 25302*

SHIP TO

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

DATE PRINTED
<b>10/15/2013</b>

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		<i>\$497,000.00</i>
				REMOVAL/INSTALL OF WATER STORAGE TANKS		
				***** THIS IS THE END OF RFQ COR61667 ***** TOTAL:		<i>\$497,000.00</i>

SIGNATURE <i>W O Cayell</i>	TELEPHONE <i>304 346-0763</i>	DATE <i>10/24/13</i>
TITLE <i>President</i>	FEIN <i>55-0335167</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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

**Addendum Number: 1**

---

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.



ATTACHMENT A

Questions:

Q1: Please clarify item #6, page 24: Is the contractor to receive and dispose of the steel tank, or is the contractor to cut the tank apart, transport it to a separate location, unload it and leave it for others to dispose of?

A1: Remove Item No. 6 on page 24 and Item No. 12 on page 25 of the specifications in their entirety and replace with the following language:

*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.*

Q1A: Who gets the scrap?

A1A: The contractor gets the scrap.

Q2: Will any contractor working at this correctional facility (specifically the demolition crew doing a one day dismantle), need this fingerprinting and background check that is called out for on item 51. page 16. We believe, but want verification that we DO NOT need this, as we are not at the Capital Complex, and do not have access to sensitive/critical information.

- A. If we do need this, can it be done in another state and the results forwarded to you?
- B. Will it have to be done in WV?

A2: Please refer to Section 1.05 on page 25 of the specifications. The Division of Corrections, hereinafter DOC, does the background checks at no cost to the contractor. If the DOC requires the NCIC background check for all contractor and subcontractor employees on this project, the full name, social security number, and date of birth will be required to be submitted to the DOC. Fingerprinting is not required.

Q3: Would a stainless steel bolted tank be an approvable alternate for Denmark Water Tank Project? The SS tank meets all AWWA and NSF Standards.

A3: Yes – See revised bid form attached as Exhibit B. The stainless steel bolted tank has been added as Contract Base Bid Option C.

Clarifications:

C1: Pre-bid sign-in sheets attached. See Exhibit #1.

C2: To add the following language to Section C, Item No. 1 on page 24:

*The DOC is in the process of welding the holes on water storage tank #1 due to the cooler weather. In the event the DOC does not get the holes welded, please provide a price to do the welding on water storage tank #1 as Alternate #1.*

This language has been added to the bid form as Alternate #1.

C3: Revised Bid Form attached. See Exhibit #2.

C4: The bid opening has moved from 10/22/2013 to 10/24/2013. The bid opening time remains at 1:30 pm.

C5: To remove Section 1.24, Bidding, in its entirety and replace with the following language:

**1.24 Bidding**

- A. A revised bid form is attached. It is recommended that the contractor use the attached bid form. There are three (3) possible options for this project. Vendors should provide a contract base price for each option they wish to provide a price for. **ONLY ONE OPTION WILL BE AWARDED.**

**If Alternate #1 is not accepted, 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, or Contract Base Bid Option C.**

**If Alternate #1 is accepted, the basis of award will be issued to the lowest bidder meeting specifications on the Contract Base Bid Option A and Alternate #1, or Contract Base Bid Option B and Alternate #1, or Contract Base Bid Option C and Alternate #1.**

- B. The stated Contract Base Bid is subject to the following additions for Alternates which the Owner may select. ('Provide' means 'furnish and install.' Include in bids below all related coordination and modification requirements associated with the Work of each Alternate). The contract will be awarded based on the lowest contract base bid and any Alternate Bid Items. OWNER will select Alternate Bid Items in the priority listed, providing the best value to the OWNER. The OWNER reserves the right to accept or reject the alternate bid(s) if the costs exceed the amount budgeted by funding sources for the Project.

(SRC) 667

EXHIBIT #1

SIGN IN SHEET

Page 1 of 2

Request for Proposal No.

PLEASE PRINT

Date: 10/10/2013

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME		MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company:	Foster Supply	PO Box 988	PHONE 304-553-6565
Rep:	DERRICK SEARS	Scott Depot WV 25880	TOLL FREE
Email Address:	dsears@fostersupply.com		FAX 304-755-8280
Company:	Pennington Plumbing & Air, Inc	301-A GEORGE STREET	PHONE 304-252-1539
Rep:	MARK BOULES	BECKLEY, WV 25801	TOLL FREE
Email Address:	mboules@pphvw.com		FAX 304-253-1123
Company:	Larry Morris	1551 Robinson Rd SE	PHONE 740 335 2019
Rep:	Mid Atlantic Storage Systems	Washington CH, OH 43160	TOLL FREE
Email Address:	larry@midatlanticstorage.com		FAX 740 335 0584
Company:	Welding, Inc	1712 Poplar Avenue	PHONE 304 346-0763
Rep:	Bruce Caswel	Charleston, WV 25302	TOLL FREE
Email Address:	weldinginc@att.net		FAX 304 345-5498
Company:			PHONE
Rep:			TOLL FREE
Email Address:			FAX

000005

COR 61667

SIGN IN SHEET

Request for Proposal No.

PLEASE PRINT

Date: 10/10/2013

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Valley Rebuilders</u> Rep: <u>Roger Altizer</u> Email Address: <u>raltizer@frontier.net</u>	<u>Hc 37 Box 145</u> <u>Lewisburg, WV 24901</u>	PHONE <u>304-645-4062</u> TOLL FREE FAX <u>304-645-4062</u>
Company: <u>Danhill Construction</u> Rep: <u>Dave Elsmick</u> Email Address: <u>rdanhill@hotmail.com</u>	<u>Danhill Construction</u> <u>PO Box 685</u> <u>Gauley Bridge, WV 25085</u>	PHONE <u>304 632-1600</u> TOLL FREE FAX <u>304 632-1501</u>
Company: _____ Rep: _____ Email Address: _____	_____ _____ _____	PHONE _____ TOLL FREE FAX _____
Company: _____ Rep: _____ Email Address: _____	_____ _____ _____	PHONE _____ TOLL FREE FAX _____
Company: _____ Rep: _____ Email Address: _____	_____ _____ _____	PHONE _____ TOLL FREE FAX _____

000006

RFQ # COR61667

Revised by Addendum No. 1 dated 10/16/2013

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: WELDING, INC

Bidder's Address: 1712 PENNSYLVANIA AVE  
CHARLESTON WV 25302

Remittance Address: P.O. BOX 6007

(If different) CHARLESTON, WV 25362

Phone Number: (304) 346-0763

Fax Number: (304) 343-5498

Email Address: weldinginc@aol.net

WV Contractor's License Number: WV # 2219

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 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**

000008

**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**

**ONLY ONE OPTION WILL BE AWARDED:**

If Alternate #1 is not accepted, 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, or Contract Base Bid Option C.

**ONLY ONE OPTION WILL BE AWARDED:**

If Alternate #1 is accepted, the basis of award will be issued to the lowest bidder meeting specifications on the Contract Base Bid Option A and Alternate #1, or Contract Base Bid Option B and Alternate #1, or Contract Base Bid Option C and Alternate #1.

CONTRACT BASE BID OPTION A: No Bid This Option

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

CONTRACT BASE BID OPTION B: Four Hundred Ninety Seven Thousand Dollars and No Cents

(\$ 497,000<sup>00</sup>) (Contract base bid to be written in words and numbers.)

CONTRACT BASE BID OPTION C: No Bid This Option

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

ALTERNATE #1: Three Thousand Dollars

(\$ 3,000<sup>00</sup>) (Alternate #1 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 24, 2013

WV VENDOR NO.: 709035507 55-0335167

CONTRACTOR LICENSE NO.: WV #2219

BY: W.O. Caswell

(SIGNATURE, IN INK)

TITLE: W.O. Caswell, President

FIRM NAME: WELDING, INC.

(CORPORATE SEAL  
IF APPLICABLE)

ADDRESS: 1712 PENNSYLVANIA AVE  
Charleston, WV 25302

END OF BID FORM

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

WELDING, INC  
Company

W.O. Carroll  
Authorized Signature

10/24/13  
Date

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



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Welding, Inc.  
of P.O. Box 6007, Charleston, WV 25362, as Principal, and International Fidelity Insurance  
Company of Newark, New Jersey, a corporation organized and existing under the laws of the State of New Jersey  
with its principal office in the City of Newark, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of five percent of amount bid (\$ 5%) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
removing two existing water storage tanks and installing one new water storage tank and the Denmark Correctional  
complex located at HC64, Box 125, Hillsboro, WV 24949.

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
24th day of October, 2013.

Principal Corporate Seal

Welding, Inc.  
(Name of Principal)  
By: W.O. Law  
(Must be President or  
Vice President)  
President Member  
(Title)

Surety Corporate Seal

International Fidelity Insurance Company  
(Name of Surety)  
By: C. David Thomas  
C. David Thomas, Attorney-in-Fact

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

# POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR  
NEWARK, NEW JERSEY 07102-5207

## FOR BID BOND/RIDER/CONSENTS/AFFIDAVITS

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

C. DAVID THOMAS, RICHARD L. HIGGINBOTHAM, ROSEANN B. DYE-SMALLEY, BUNNIE MARIE PERRINE, JEFFERY O'DELL, ROBIN HUBBARD-SHERROD

Charleston, WV.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY  
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Nov. 21, 2010

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 24th day of October, 2013

Assistant Secretary



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

\*709035507 304-346-0763

V  
E  
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R

WELDING INC  
 1712 PENNSYLVANIA AVE  
 PO BOX 6007  
 CHARLESTON WV 25362

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P  
T  
O

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

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
				ADDENDUM NO. 2		
				SEE ATTACHED PAGES.		
				END OF ADDENDUM NO. 2		
0001	1	JB		968-42		\$497,000 <sup>00</sup>
				REMOVAL/INSTALL OF WATER STORAGE TANKS		
***** THIS IS THE END OF RFQ COR61667 ***** TOTAL:						\$497,000 <sup>00</sup>

SIGNATURE	TELEPHONE	DATE
<i>W.O. Cavell</i>	304 346-0763	10/31/13
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>President</i>	55-0335167	

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

## SOLICITATION NUMBER: COR61667

## Addendum Number: 2

---

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.

**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.

WEAONG, INC  
 Company

W.D. Carroll  
 Authorized Signature

10/31/13  
 Date

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



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

**Solicitation**

NUMBER
<b>COR61667</b>

PAGE
<b>1</b>

ADDRESS CORRESPONDENCE TO ATTENTION OF:
<b>TARA LYLE 304-558-2544</b>

VENDOR	<b>*709035507</b>	<b>304-346-0763</b>
	<b>WELDING INC</b>	
	<b>1712 PENNSYLVANIA AVE</b>	
	<b>PO BOX 6007</b>	
	<b>CHARLESTON WV 25362</b>	

SHIP TO	<b>DENMAR CORRECTIONAL CENTER</b>
	<b>HC-64, BOX 125</b>
	<b>DENMAR ROAD</b>
	<b>HILLSBORO, WV</b>
	<b>24946</b>

DATE PRINTED
<b>10/22/2013</b>

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				<b>ADDENDUM NO. 3</b>		
				<b>SEE ATTACHED PAGES.</b>		
				<b>END OF ADDENDUM NO. 3</b>		
<b>0001</b>	<b>1</b>	<b>JB</b>		<b>968-42</b>		<b>\$497,000<sup>00</sup></b>
				<b>REMOVAL/INSTALL OF WATER STORAGE TANKS</b>		
				<b>***** THIS IS THE END OF RFQ COR61667 ***** TOTAL:</b>		<b>\$497,000<sup>00</sup></b>
				<b>10/30/13 11:32:12 AM</b>		
				<b>West Virginia Purchasing Division</b>		

SIGNATURE <i>H.O. Carroll</i>	TELEPHONE <b>(304) 346-0763</b>	DATE <b>10/31/13</b>
TITLE <i>President</i>	FEIN <b>55-0335167</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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

**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.

**ATTACHMENT A****Clarifications:**

1. See specifications for Bolted Stainless Steel Wastewater and Water Storage Tank - Exhibit #1
2. Please delete Alternate #1 in its entirety. Revised Bid Form attached, see Exhibit #2.
3. To remove Section 1.24 revised in Addendum No. 1 issued on 10/15/2013, in its entirety and replace with the following language:

**1.24 Bidding**

- A. A revised bid form is attached. It is recommended that the contractor use the attached bid form. There are three (3) possible options for this project. Vendors should provide a contract base price for each option they wish to provide a quote for on this project.

**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.**

4. Revised Bid Form attached - Exhibit #2.
5. The bid opening remains October 31, 2013 at 1:30 pm.



## **BOLTED STAINLESS STEEL WASTEWATER and WATER STORAGE TANK**

### **1.0 GENERAL:**

#### **1.1 SCOPE OF WORK:**

Supply and erect a bolted stainless steel storage tank, including foundation, tank cover, tank structure and tank appurtenances as shown on the Engineer's drawings, and described herein. All labor, materials, equipment, tools, etc. as required for the construction of the storage tank shall be included.

#### **1.2 REFERENCE SPECIFICATIONS:**

The following reference specifications shall govern the work with regard to design materials and workmanship, where applicable.

- ASTM A36 - Standard specification for structural steel.
- ASTM A307 - Specification for carbon steel bolts.
- ASTM A325 - Specification for high strength bolts for structural steel joints.
- ASTM A240 - Specification for chromium-nickel stainless steel plate and sheet.
- ASTM F593-98 - Standard specification for stainless steel bolts.
- ASTM F594-98 - Standard specification for stainless steel nuts.
- AISC - 89 - Specification for structural steel buildings.

And if required:

- ANSI/AWWA D103 – 87 Factory coated bolted steel tanks for water storage.
- ANSI/AWWA D103 – 97 Section 3, General design.
- ANSI/AWWA C652 – 86 Disinfection of water storage facilities.
- ANSI/AWWA D103 – 97 Section 5, Appurtenances as adapted for stainless steel.
- ANSI/AWWA D103 – 97 Section 13, Structurally supported aluminum dome.
- ANSI/NSF STANDARD 61 - Drinking water system components.

### **1.3 SUBMITTAL DRAWINGS AND CALCULATIONS:**

Construction shall be governed by the Owner's plans and specifications showing general dimensions and construction details, after approval by the Engineer of submittal drawings and design calculations prepared by the manufacturer.

There shall be no deviation from these drawings and specifications, except upon written order or approval from the Engineer. The bidder is required to furnish, for review and approval by the Engineer, construction drawings for all work not shown in complete detail on the bidding drawings. A complete set of structural calculations shall be provided for the tank structure and foundation. All such submissions shall be stamped by a Registered Professional Engineer.

When approved, two sets of such prints and submittal information will be returned to the bidder marked "**APPROVED FOR CONSTRUCTION**" and these drawings will then govern for the work detailed thereon.

### **2.0 DESIGN:**

#### **2.1 TANK SIZE AND CAPACITY: As shown on Contract Drawings**

#### **2.2 DESIGN STANDARDS:**

The design of the bolt-together tank shall conform to AISC allowables.

### **3.0 MATERIAL:**

#### **3.1 PLATES AND SHEETS:**

Plates and sheets used in the construction of the tank shall be type 304 stainless steel. Type 316 stainless steel is also available upon customer request.

#### **3.2 ROLLED STRUCTURAL SHAPES:**

Rolled structural shapes shall be galvanized steel or stainless steel. Material shall conform to minimum standards of ASTM A36.

#### **3.3 HORIZONTAL WIND STIFFENERS:**

Wind stiffener at top of tank shall provide a flat, horizontal, continuous surface at tank rim level, compatible with geodesic dome or roof mounting and flashing. Design requirements for intermediate horizontal wind stiffeners shall be of the "web truss" design. Wind stiffeners shall be galvanized steel or stainless steel. Material shall conform to minimum standards of ASTM A36.

#### **3.4 BOLT FASTENERS:**

Bolts used in tank lap joints shall be stainless steel 1/2 - 13 UNC-2A rolled thread.

Lap joint bolts shall be installed such that the head portion is located inside the tank and the washer and nut are on the exterior. Lap joint bolts shall be properly selected such that threaded portions will not be exposed in the "shear plane" between tank sheets. Bolt lengths shall be selected to achieve a neat and uniform appearance. Excessive threads extending beyond the nut after tightening is not acceptable.

Lap joint bolts shall include a minimum of four splines on the underside of the bolt head at the shank in order to resist rotation during tightening.

### **3.5 SEALANT:**

The lap joint sealant shall be a one component moisture cured polyurethane compound. The sealant shall be used to seal lap joints and bolt connections and to isolate dissimilar metals.

The sealant shall cure to a rubber-like consistency and have excellent adhesion, have low shrinkage, and be suitable for interior and exterior exposure.

Neoprene gaskets and tape type sealer shall not be used.

The sealant shall be NSF certified.

### **4.0 APPURTENANCES:**

The appurtenances shall be installed as shown on the Engineers drawings and as detailed in these specifications.

#### **4.1 GRAVITY VENT:**

A gravity vent shall be installed at the center of the roof. The vent shall be sized to ensure positive or negative pressure will not be developed which would exceed 1/2" WC, considering the maximum possible flow rate of water fill or withdrawal.

The overflow pipe shall not be considered to be a vent.

The vent material shall be stainless steel or aluminum.

#### **4.2 ROOF HATCH:**

A roof hatch shall be installed in the tank roof. The hatch opening shall have a minimum dimension of 24" and the cover hinged with provisions made for locking.

The hatch material shall be galvanized steel or stainless steel.

The hatch shall be located near the outside tank ladder.

#### **4.3 OUTSIDE TANK LADDER:**

An outside ladder with safety cage shall begin 6 feet above the level of tank bottom and at the location designated. Outside ladder and cage shall meet OSHA requirements.

The ladder shall be aluminum and the cage material shall be galvanized steel.

#### **4.4 ACCESS MANWAY:**

One 24" diameter manway shall be provided at a location to be determined by the Engineer. The manway shall include a reinforcing frame and cover plate with a hinged support for cover removal. The manway material shall be stainless steel.

#### **4.5 INLET AND OUTLET CONNECTIONS:**

Inlet and outlet connections shall conform to the sizes and locations specified on the Engineer's drawings.

Where connections are shown to pass through tank panels, they shall be field located and utilize an interior and exterior flange assembly. Joint sealant shall be applied to any cut panel edges or bolt connections.

Inlet and outlet connections shall be stainless steel.

#### **4.6 OVERFLOW PIPE:**

The overflow pipe shall conform to the size and location specified on the Engineer's drawings. Overflow pipe shall be Schedule 80 PVC or be made of material as specified by the engineer.

#### **4.7 ROOF WALKWAY AND HANDRAILS:**

For tanks with a bolted stainless steel roof, a non-skid roof walkway with handrails shall be provided to allow ready and safe access to the gravity vent. The walkway and handrails shall be galvanized steel and meet OSHA requirements. For tanks with a dome roof, non skid walkway and handrails are incorporated by the dome supplier.

#### **4.8 IDENTIFICATION NAMEPLATE:**

The Manufacturer's nameplate shall list the tank diameter, height, capacity, installation date, storage use and model/serial number. The nameplate shall be bolted to the tank shell at an elevation such that it can be viewed from grade.

### **5.0 BOLTED ROOF:**

#### **5.1 CONSTRUCTION:**

The roof shall be constructed of radial sections of bolted stainless steel roof panels as produced by the tank manufacturer with a knuckle formed down that bolts to the upper shell ring.

The roof panels shall be erected similar to the sidewall panels using the same sealant and bolting techniques. The roof shall be self-supporting and shall clear the span of the tank. The roof shall transfer the live and dead loads to the sidewall.

## **6.0 ERECTION:**

### **6.1 FOUNDATION:**

The tank foundation shall be designed by the Manufacturer based on the soil bearing capacity as tested and determined by the Owner. Copies of the soil report shall be provided by the Engineer to the Manufacturer prior to bid.

### **6.2 CONCRETE FLOOR:**

The standard floor design is of reinforced concrete with an embedded stainless steel starter ring.

### **6.3 STARTER RING:**

The starter ring shall be leveled and rounded prior to encasement in concrete. A leveling plate assembly shall be used to secure the starter ring.

Prior to placement of concrete, butyl rubber and bentonite water stop seals shall be placed on the inside surface of the starter ring below the concrete floor line. These materials shall be installed as shown on the construction drawings.

### **6.4 LAPPED JOINTS:**

All vertical, horizontal, shell to roof, and shell to bottom plates or sheets shall be field bolted. Sealant shall be used on all joints to ensure liquid tightness. Fillet sealant at all lapped joints to provide a neat and pleasing appearance.

### **6.5 SIDEWALL:**

Placing of sealant on each connection may be inspected by the Engineer prior to placement of adjacent member. However, the Engineer's inspection shall not relieve the erector of his responsibility for liquid tightness.

## **7.0 LEAK TEST:**

Leak test shall not take place until joint sealant is fully cured (10 to 12 days at 73 degrees F).

### **7.1 HYDROTEST:**

The tank shall be hydro tested to ensure liquid tightness by filling the tank to its overflow elevation. Water and disposal of as required for this test shall be the responsibility of the Owner.

**8.0 WARRANTY:**

**8.1 STRUCTURES:**

If within a period of One (1) year from date of completion (but not more than 14 months from date of delivery of the product to the site upon which it is to be erected) the water storage tank, or any part thereof, proves to be defective in material or workmanship upon examination by Manufacturer, the Manufacturer will supply replacement part F.O.B. the Manufacturer's factory, or the Manufacturer, at its option will repair or allow credit for such part.

Manufacturer shall further warrant that, if within a period of five (5) years from the date of completion the stainless steel sheets placed in the storage tank fail due to corrosion as determined upon examination by the manufacturer, the manufacturer will supply replacement sheets F.O.B. the manufacturer's factory, or the manufacturer, at its option will repair or allow credit for such sheets.

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 10/23/2013Bidder's Company Name: WELDING, Inc.Bidder's Address: 1712 PENNSYLVANIA AVE  
CHARLESTON, WV 25302Remittance Address: P.O. Box 6007(If different) CHARLESTON, WV 25362Phone Number: (304) 346-0763Fax Number: (304) 343-5498Email Address: weldinginc@aht.netWV Contractor's License Number: WV #7219

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: No Bid This Section

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

**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:

*Four Hundred Ninety Seven  
Thousand Dollars*

(\$ 497,000<sup>00</sup>) (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 This Section*

(\$ \_\_\_\_\_) (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.



**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.

WEADING, Inc  
(Company)

W.O. Caswell  
(Authorized Signature)

W.O. Caswell, President  
(Representative Name, Title)

304 346-0763      304 343-5498  
(Phone Number)                      (Fax Number)

October 24, 2013  
(Date)

000033

RFQ No. CR 61667

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 exceeds 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: WENDING INC

Authorized Signature: W.D. Caswell Date: 10/24/13

State of West Virginia

County of Kanawha, to-wit:

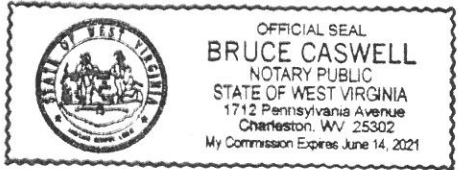
Taken, subscribed, and sworn to before me this 24th day of October, 2013

My Commission expires June 14, 2021, 2021.

AFFIX SEAL HERE

NOTARY PUBLIC Bruce Caswell

*Purchasing Affidavit (Revised 07/01/2012)*





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

STATE OF WEST VIRGINIA,  
COUNTY OF Kanawha, TO-WIT:

I, W.D. Caswell, after being first duly sworn, depose and state as follows:

- 1. I am an employee of WELDING, INC.; and,  
(Company Name)
- 2. I do hereby attest that WELDING INC  
(Company Name)

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

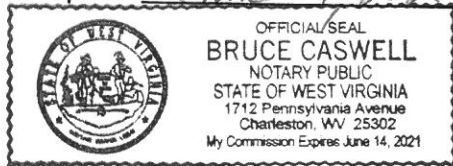
The above statements are sworn to under the penalty of perjury.

By: W.D. Caswell  
 Title: President  
 Company Name: WELDING, INC  
 Date: 10/24/13

Taken, subscribed and sworn to before me this 24<sup>th</sup> day of October, 2013.

By Commission expires June 14 2021

(Seal)



Bruce Caswell  
 (Notary Public)

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

**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.

  
 \_\_\_\_\_  
 Company  
  
 \_\_\_\_\_  
 Authorized Signature  
  
 \_\_\_\_\_  
 Date

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

RESPECTFULLY SUBMITTED: WELDING, INC

DATE: October 31, 2013

WV VENDOR NO.: 709035507

CONTRACTOR LICENSE NO.: WV # 2219

BY: W.D. Cawell

(SIGNATURE, IN INK)

TITLE: President

FIRM NAME: WELDING, INC

(CORPORATE SEAL  
IF APPLICABLE)

ADDRESS: 1712 PENNSYLVANIA AVE  
Charleston, WV 25302

END OF BID FORM

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Welding, Inc.  
of P.O. Box 6007, Charleston, WV 25362, as Principal, and International Fidelity Insurance  
Company of Newark, New Jersey, a corporation organized and existing under the laws of the State of New Jersey  
with its principal office in the City of Newark, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of five percent of amount bid (\$ 5% ) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
removing two existing water storage tanks and installing one new water storage tank and the Denmark Correctional  
complex located at HC64, Box 125, Hillsboro, WV 24949.

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
31st day of October, 20 13.

Principal Corporate Seal

Welding, Inc.  
(Name of Principal)  
By W.O. Carroll  
(Must be President or Vice President)  
President  
Member  
(Title)

Surety Corporate Seal

International Fidelity Insurance Company  
(Name of Surety)  
By [Signature]  
C. David Thomas, Attorney-in-Fact

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

# POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR  
NEWARK, NEW JERSEY 07102-5207

## FOR BID BOND/RIDER/CONSENTS/AFFIDAVITS

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

C. DAVID THOMAS, RICHARD L. HIGGINBOTHAM, ROSEANN B. DYE-SMALLEY, BUNNIE MARIE PERRINE, JEFFERY O'DELL, ROBIN HUBBARD-SHERROD

Charleston, WV.

Its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, stature, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY  
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Nov. 21, 2010

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 31st day of October, 2013

Assistant Secretary

# CONTRACTOR LICENSE

Authorized by the  
West Virginia Contractor Licensing Board

Number: WV002219

**Classification:**

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

WELDING INC  
DBA WELDING INC  
PO BOX 6007  
CHARLESTON, WV 25362

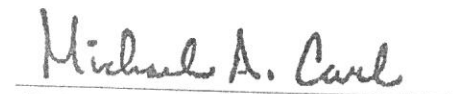
**Date Issued**

AUGUST 27, 2013

**Expiration Date**

AUGUST 27, 2014

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board

WEST VIRGINIA  
CONTRACTOR  
LICENSING  
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