



**State of West Virginia  
Agency Request for Quote  
Service - Prof**

<b>Proc Folder:</b> 937184			<b>Reason for Modification:</b>
<b>Doc Description:</b> Open-End WWTP System Assessment & Monitoring Service			
<b>Proc Type:</b> Agency Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2021-09-13	2021-10-26 13:30	ARFQ 0310 DNR2200000010	1

**BID RECEIVING LOCATION**


BID RESPONSE  
 DIVISION OF NATURAL RESOURCES  
 PROPERTY & PROCUREMENT OFFICE  
 324 4TH AVE  
 SOUTH CHARLESTON WV 25303-1228  
 US

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :** Ashco-A-Corporation  
**Address :** 153 Blue Goose Road  
**Street :**  
**City :** Fairview  
**State :** WV **Country :** US **Zip :** 26570  
**Principal Contact :** Jordan Chister  
**Vendor Contact Phone:** (304) 798-3202 **Extension:** 105

**FOR INFORMATION CONTACT THE BUYER**  
 James H Adkins  
 (304) 558-3397  
 jamie.h.adkins@wv.gov

**Vendor Signature X**  **FEIN#** 55-0673369 **DATE** 10-25-21

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION**

The West Virginia Division of Natural Resources - PEM Section is soliciting bids to establish an open-end contract for Wastewater Treatment Plant Systems Assessment, Consulting, Monitoring and Reporting Control Management Services for specific WVDNR facilities.

<b>INVOICE TO</b>	<b>SHIP TO</b>
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VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER
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No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	WWTP Assessment, Consulting, Monitoring & Reporting Control				

Comm Code	Manufacturer	Specification	Model #
81101527			

**Extended Description:**

Vendor is to use Exhibit A Pricing Pages to submit their bid. Exhibit A must be submitted at bid opening.

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Non-Mandatory PRE-BID MEETING @ 11 a.m.	2021-10-06
2	TECHNICAL QUESTION DEADLINE 9 a.m. ET	2021-10-14

	Document Phase	Document Description	Page
DNR2200000010	FINAL	Open-End WWTP System Assessment & Monitoring Service	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



## West Virginia Division of Natural Resources

### INSTRUCTIONS TO VENDORS & AGENCY TERMS AND CONDITIONS

#### INSTRUCTIONS

**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 a Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall" which identify a mandatory item or requirement. 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:

West Virginia Division of Natural  
(Second Floor Conference Room)  
324 4th Avenue  
So Charleston WV 25303

Wednesday, OCTOBER 6, 2021 at 11:00 a.m. ET

A **MANDATORY** pre-bid meeting will be held at the following place and time:

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

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's e-mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

Questions submitted at least five (5) 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 Property and Procurement Office. 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 nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: Thursday, OCTOBER 14, 2021 at 9:00 a.m. ET

Submit Questions to: West Virginia Division of Natural Resources  
Property and Procurement Office  
Attention: MR. JAMIE ADKINS  
South Charleston, WV 25303  
Fax: (304) 558-2165  
Email: [jamie.h.adkins@wv.gov](mailto:jamie.h.adkins@wv.gov)

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Property and Procurement Office is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Property and Procurement Office at the address listed below on or before the date and time of the bid opening. Any bid received by the Property and Procurement Office is considered to be in the possession of the Office and will not be returned for any reason. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:

West Virginia Division of Natural Resources  
Property and Procurement Office  
324 4<sup>th</sup> Avenue  
South Charleston, WV 25303

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the West Virginia Division of Natural Resources.:

SEALED BID:

BUYER: MR. JAMIE ADKINS

SOLICITATION NUMBER: ARFQ DNR22\*10

BID CLOSING DATE: Tuesday, OCTOBER 26, 2021

BIDCLOSING TIME: 1:30 p.m. ET

FAX NUMBER: 304-558-2165

The Property and Procurement Office may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

**For Agency Request for Proposal ("ARFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus \_\_\_\_\_ convenience copies of each to the Property and Procurement Office 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 confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Property and Procurement Office time clock (in the case of hand delivery).

Bid Opening Date and Time: Tuesday, OCTOBER 26, 2021 at 1:30 p.m. ET

Bid Opening Location:  
West Virginia Division of Natural Resources  
Property and Procurement Office  
324 4<sup>th</sup> Avenue  
South Charleston, WV 25303

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Property and Procurement Office. 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.

**10. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation 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.

This solicitation is based upon a standardized commodity established under W. Va. Code §5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**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. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures §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 Property and Procurement Office, is strictly prohibited without prior Property and Procurement Office approval. Property and Procurement Office approval for such communication is implied for all agency delegated and exempt purchases.

**13. 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.

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

**15. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code §5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with the W. Va. Code §5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at : <http://www.state.wv.us/admin/purchase/vrc/Venpref/pdf>.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with W. Va. Code §5A-3-37(a)(7) and W. Va. Code R. § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority owned business under W. Va. Code R. § 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 Property and Procurement Office with its bid, and must be properly certified under W. Va. Code R. § 148-22-9 prior to contract award 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. Code R. § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Chief Procurement Officer reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures § 4.1.g.



**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Property and Procurement Office staff immediately upon bid opening. The Property and Procurement Office will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Property and Procurement Office to print or electronically save documents provided that those documents are viewable by the Property and Procurement Office prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Chief Procurement Officer reserves the right to reject the bid of any vendor as Non-Responsible in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures §5.5.a., when the Chief Procurement Officer determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.

**20. ACCEPTANCE/REJECTION:** The Agency may accept or reject any bid in whole, or in part in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures §4.1. f. and §6.4. b.

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of W. Va. Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act W. Va. Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET(S), OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Property and Procurement Office constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Property and Procurement Office will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by W. Va. Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**22. INTERESTED PARTY DISCLOSURE:** West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**23. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

## AGENCY TERMS & CONDITIONS

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Chief Procurement Officer, or his or her 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.

- a. **"Agency"** means the West Virginia Division of Natural Resources.
- b. **"Bid"** or **"Proposal"** means a vendor's submitted response to a solicitation.
- c. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
- d. **"Chief Procurement Officer"** means the Chief Procurement Officer of the West Virginia Division of Natural Resources or anyone that the Chief Procurement Officer has designated to perform a specific task or function.
- e. **"Property and Procurement Office"** means the unit within the West Virginia Division of Natural Resources' Administration Section headed by the Chief Procurement Officer and its personnel.
- f. **"Director of the Purchasing Division"** means the Director of the West Virginia Department of Administration, Purchasing Division.
- g. **"Award Document"** means the document signed by the Agency and the Property and Procurement Office and approved as to form by the Attorney General that identifies the Vendor as the contract holder.
- h. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Property and Procurement Office.
- i. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- j. **"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.

- k. “Will”, “Shall” and “Must” identifies a mandatory item or requirement that is the duty, obligation, or requirement imposed is mandatory as opposed to being directory or permissive.

**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 \_\_\_\_\_ Award \_\_\_\_\_ and extends for a period of ONE (1) year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Property and Procurement Office and the Attorney General’s office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Property and Procurement Office 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 THREE (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of month available in all renewal years combined. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Property and Procurement Office approval is not required on Section delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Property and Procurement Office and Attorney General’s office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one (1) year from the date the delivery order is issued. No delivery 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 \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor’s receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

**One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event, will 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 Award Document 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, Property and Procurement Office and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Chief Procurement Officer 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 Chief Procurement Officer, shall not constitute a 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.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Property and Procurement Office by the Vendor as specified below.

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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 the Contract value. The performance bond must be received by the Property and Procurement Office prior to Contract award.

**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 delivered to the Property and Procurement Office prior to Contract award.

**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 Property and Procurement Office prior to Contract award.

**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 Property and Procurement Office.

WVOP Class S Operator with at least three (3) years experience \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a check mark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancellation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. 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 in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of:  
\$1,000,000.00 \_\_\_\_\_

**Automobile Liability Insurance** in at least an amount of \$500,000.00 \_\_\_\_\_

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:  
\_\_\_\_\_

**Commercial Crime and Third-Party Fidelity Insurance** in an amount of:  
\_\_\_\_\_

**Cyber Liability Insurance in an amount of:** \_\_\_\_\_

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

**Other**

Notwithstanding anything contained in this section to the contrary, the Chief Procurement Officer reserves the right to waive the requirement that the Agency be named as an additional insured on one or more of the Vendor's insurance policies if the Chief Procurement Officer finds that doing so is in the best interest of the Agency.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers' compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. LIQUIDATED DAMAGES:** 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_

Liquidated Damages Contained in the Specifications

**11. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**12. 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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**13. PAYMENT IN ARREARS:** 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.

**14. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods or through the state designated credit cards.)

**15. 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.

**16. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the

solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**17. 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.

**18. CANCELLATION:** The Chief Procurement Officer 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 Chief Procurement Office may also cancel any purchase or Contract upon thirty (30) days written notice to the Vendor in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures, § 5.2.

**19. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**20. 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.

**21. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**22. 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.

**23. 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 Property and Procurement Office and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Property and Procurement Office and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**24. 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.

**25. 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 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.

**26. 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 Property and Procurement Office, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**27. 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.

**28. 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.

**29. 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.

**30. PRIVACY, SECURITY, AND 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>.

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of W. Va. Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act W. Va. Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Property and Procurement Office constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Property and Procurement Office will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by W. Va. Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Policies, §6.1.d.1., 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 Property and Procurement Office's Chief Procurement Officer or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under the provision must occur prior to performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting an Award Document 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.

**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer 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 Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer 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 or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer 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.

**35. 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.

**36. 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.

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or to a political subdivision of the State. Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Agency affirming under oath that it is not in default on any monetary obligation owed to the State or a political subdivision of the State.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by 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"). Any extension of this Contract to the aforementioned, Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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.

**39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an 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.

**40. REPORTS:** Vendor shall provide the Agency with the following reports identified by a checked box below:

Such reports as the Agency 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.

**41. 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:
- c. 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
- d. 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.

**42. 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 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.

**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original preaward interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Jordan Chisler, Foreman  
(Name, Title)  
Jordan Chisler, Foreman  
(Printed Name and Title)  
153 Blue Goose Road, Fairview, WV  
(Address)  
304-612-9007 / 304-798-3211  
(Phone Number)/ (Fax Number)  
Jordanchisler@chislerinc.com  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Ashco - A - Corporation  
(Company)

Mike Chisler, Owner  
(Authorized Signature) (Representative Name, Title)

Mike Chisler, Owner  
(Printed Name and Title of Authorized Representative)

10-25-21  
(Date)

304-798-3202 / 304-798-3211  
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION  
West Virginia Division of Natural Resources - PEM Section  
Wastewater Treatment Plant Systems  
Assessment, Consulting, Monitoring and Reporting Control Management

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Division of Natural Resources – PEM Section is soliciting bids to establish an open-end contract for Wastewater Treatment Plant Systems Assessment, Consulting, Monitoring and Reporting Control Management Services for specific WVDNR facilities.

**Scope** is for the successful management of this contract to provide consultation and ensure all wastewater treatment plants operate as designed and in meeting compliance with the West Virginia Department of Environment Protection permit regulations and requirements as more fully described in these specifications. Work shall include all appurtenances, items, and work - even if not specifically listed - to result in a complete and properly functioning system and discharge outlet samples tested to be within normal limits of permit parameters.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Contract Item(s)” “Contract Services”** means the list of items and services identified in Sections 4 and 5 below and on the Pricing Pages.
  - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
  - 2.3 **“PEM Section”** is the Planning, Engineering and Maintenance Section for the West Virginia Division of Natural Resources.
  - 2.4 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the West Virginia Division of Natural Resources.
  - 2.5 **“Vendor”** qualifications include WV Department of Health & Human Resources certified Wastewater Treatment Plant Operator Class S with minimum three (3) years’ experience providing full-service operation.
  - 2.6 **“Wastewater Treatment Plant”** means to include all components, controls, chambers, tanks, package plants, non-package plants, any and all types of sand filters, beds, lagoons, and/or polishing ponds and lift stations.
  - 2.7 **“WVDNR Inventory”** means the list of parks, facilities and their wastewater plant type(s), gallons per day, sanitation type, area of the park controlled by the plant and park address, hereto as Attachment A and used to evaluate the Solicitation responses.
3. **QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
  - 3.1 Vendor must carry sufficient employees with a minimum WV certified wastewater treatment plant operator Class S with minimum three (3) years of experience to fulfill its

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obligations under this Contract. By signing its bid, Vendor certifies that it can supply the personnel contained in its bid response.

**4. MANDATORY REQUIREMENTS:**

**Contract Items, Contract Services and Mandatory Requirements:** Vendor shall provide Agency with the Contract Services listed below on an open-end and continuing basis. Contract Services must meet or exceed the mandatory requirements as shown below.

**4.1 Plant Inspection identified by WV DEP permit number at a rate of no fewer than 12 visits per calendar year (averaged monthly).**

**4.1.1** On-site inspection of all permitted wastewater treatment plants and their respective discharge outlets.

**4.1.2** Photo capture of state of plant(s) and their respective discharge outlets (video of operation if deemed necessary).

**4.1.3** Provide and complete Inspection Checklist specific to each park and their respective wastewater treatment plant(s).

**4.1.3.1** Inspection Checklists will be reviewed with each park assigned wastewater treatment plant operator and park superintendent.

**4.1.3.2** Completed Inspection Checklists will be filed via a large format electronic program with access by Vendor and Agency Representative sent by email.

**4.1.4** Performance of field testing of plant discharge outlet and processes.

**4.1.4.1** Sample testing for:

- Dissolved oxygen test
- pH
- Total residual chlorine test

**4.1.4.2** Goal of sample testing is to ensure compliance with WV DEP permit requirements.

**4.1.4.3** Results of on-site sample testing will be filed via a large format electronic program with access by Vendor and Agency Representative sent by email.

**4.1.4.4** Perform “Jar Testing” to assess plant performance.

**4.1.4.5** Other “field tests” as needed to monitor and assess plant performance.



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**4.1.5** Inspection Alerts and Remediation Consults sent via email to Vendor management personnel and Agency Representative for items not passing inspection and/or requiring attention.

**4.1.5.1** An inspection alert email will be sent upon immediate notice of inspection and testing results by Vendor to the Agency Representative.

**4.1.5.2** A follow up email from the Vendor with remediation suggestions will be provided to the Agency Representative within (3) three business days.

**4.1.5.3** Vendor will work directly with the facility personnel and Agency Representative to ensure that necessary steps are taken to bring plant back into compliance.

**4.1.6** Inspection Reports will be automatically filed using WV DEP plant permit number via a large format electronic program such as Google Sheets or other program approved by Agency and delivered by email.

**4.2 Monthly/Quarterly (per WV DEP permit requirements) water sampling reports**

**4.2.1** Review of water sampling reports with notification to Agency Representative of any exceedances.

**4.2.1.1** Agency will grant permission for Vendor to receive all sample testing results for analysis and plant compliance performance

**4.2.2** Filing of all DMR reports with submittal dates and report filing by WV DEP permit number will be via a large format electronic program with access by Vendor and Agency Representative sent by email.

**4.2.3** WVDEP Electronic Submission System (ESS) reporting submittal and signature will remain the Agency Representative's responsibility.

**4.2.3.1** Agency is responsible for creating all WVDEP ESS Discharge Monitoring Reports.

**4.2.3.2** Agency is responsible for submitting and signing all DMR, SMR or any other required report which must be electronically submitted to the WV DEP.

**4.2.3.3** Agency is responsible for uploading all laboratory results when creating and submitting WV DEP electronic reports.

**4.3 Monthly Summary Report of Plant Operations**

**4.3.1** Vendor will provide a monthly report designated by WVDEP permit number of plant operation including but not limited:

**4.3.1.1** General state of operations

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- 4.3.1.2 Troubling trends/observances
- 4.3.1.3 Operational Improvement suggestions
- 4.3.1.4 Monthly reports are due the 10th of each month.

**4.4 Quarterly Report/In-Person Meeting with Agency Representatives**

4.4.1 Vendor personnel will report/meet with the Agency to discuss status and operational issues from statewide inspection and testing. Items discussed will include:

- 4.4.1.1 Review of Water Sample Results
- 4.4.1.2 Review of Overall Plant Operations
- 4.4.1.3 Review of Suggested Operational Improvements
- 4.4.1.4 Suggested Training Opportunities
- 4.4.1.5 Quarterly reports will be due no later than fifteen (15) days after the end of each quarter.
- 4.4.1.6 Scheduling of meetings will be coordinated with Agency Representative.
- 4.4.1.7 All reports will be delivered in a format agreed upon by Agency Representative.

**5. GENERAL REQUIREMENTS:**

**Services As Needed or As Requested:** These services will be performed as needed or as requested and approved by the Agency Representative and the specified prices/rates as included on the pricing page. The services may or may not be required through the life of the contract, but prices will be used in determining successful bidder.

**5.1 On-Site Full Management Services when required vendor will be operator of record for the specific plant and will be required to have proper plant certifications and endorsements**

- 5.1.1 Full-Service Operation of specific wastewater treatment plant(s), including all components, control panels, media filters, tanks, chambers, meters, lift stations, lagoons and/or polishing ponds.
  - 5.1.1.1 On an as needed basis only, per the discretion of the Agency.
  - 5.1.1.2 Full service for the operation, maintenance, management, adjustment, etc. treatment plant components.
  - 5.1.1.3 Vendor will oversee all day-to-day operations and maintenance and will be responsible for all testing and reporting requirements.

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5.1.1.4 Required hours will be negotiated by Agency per occurrence and plant needs.

5.1.1.5 Full-service plant operation will be billed at an hourly rate as listed on the attached pricing page.

**5.2 Emergency Response and After Hours Call Out**

5.2.1 Emergency response and after hours call out will be requested when unforeseen circumstances arise outside of regularly scheduled visits or operating hours.

5.2.2 Agency shall deliver emergency orders within immediate notice of plant condition via use of phone call, cell phone call or agreed upon notification method.

5.2.2.1 Vendor shall accept orders within two (2) hours of call out and must be on-site within four (4) hours of accepting order.

5.2.3 Response will include those services needed to get the plant operational and functional again aka troubleshooting and providing guidance to Agency staff to resolve issues.

5.2.4 Services will be billed hourly port to port for emergency response and after hours call-out when requested by Agency Representative.

**5.3 Training Opportunities for Certified Wastewater Plant Operators in Areas of Assignment**

5.3.1 Review of park specific water sample results with park assigned plant operator related to the park plant(s).

5.3.2 Review topics of basic operations, troubleshooting techniques and best practices from results of inspection reports to aid in plant performance and maintaining WVDEP permit compliance.

5.3.3 Provide a plant specific operational manual and troubleshooting guide.

**5.4 Annual Training of Wastewater Plant Operators**

5.4.1 One Day Training Seminar on Wastewater Plant Systems specific to Agency facilities.

5.4.2 Topics of basic operations, troubleshooting techniques and best practices from previous inspection reports will be addressed or others as agreed upon by Agency.

5.4.3 Overview of previous conditions vs present conditions with regard to the initiation and implementation of this contract.

5.4.4 Location and facilities for training will be provided by the Agency.

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**5.5 Additional on-site visits as requested or deemed necessary**

**5.5.1** This will include visits over and above the specified twelve (12) visits per calendar year and will be determined by the Agency as needed.

**5.6 Sampling as required by WVDEP permit requirements**

**5.6.1** Vendor Sampling & Transport: will collect sample and deliver said sample to a certified laboratory of mutually agreed upon (with Agency) location and with proper chain of custody documentation. On-site sampling will include:

- pH
- Chlorine Total Residual
- Dissolved Oxygen

**5.6.2** Sample will be taken and handled following all WVDEP standard protocols and methods and will address all field and laboratory parameters as specified in the NPDES permit for the sampling facility.

**5.6.3** Agency will be responsible for all laboratory costs associated with sample analysis.

**5.6.4** Vendor Sampling & Laboratory Analysis: Vendor may self-perform with a WVDEP approved certified laboratory or subcontract to a WVDEP approved certified laboratory.

**5.6.5** Certified Laboratory Testing Parameters 1 through 4:

- BOD
- Suspended Solids Total
- Coliform Fecal
- Nitrogen, Ammonia Total

**5.6.6** Certified Laboratory Testing Parameters 5 or more:

- BOD, 5 Day % Removal or @ 20 degree C
- Suspended Solids % Removal
- Nitrogen, Kjeldahl Total
- Zinc Total Recoverable
- Chloride
- Surfactants
- Organic Carbon Total
- Copper Total Recoverable
- Oil & Grease Hexane Ext Methal

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**6. CONTRACT AWARD:**

**6.1 Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**6.2 Pricing Pages:** Vendor must complete Exhibit A - Pricing Pages as designated by each line item. Vendor must complete the Pricing Pages in their entirety as failure to do so will result in Vendor's bid being disqualified. Exhibit A must be received as part of Vendor's bid package by the bid closing.

The Pricing Pages contain a list of the Contract Services and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

**7. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

**8. PAYMENT:**

**8.1 Billing/Invoicing:**

**8.1.1** Billing will be consistent with the pricing established on the attached pricing page.

**8.1.1.1** Billing shall be submitted to the WVDNR monthly for assessment, consulting, monitoring & reporting services.

**8.1.1.2** Billing shall be submitted to the WVDNR monthly for full-service operation, on-site discharge outlet sampling, testing, transport fee and emergency response call out fees.

**8.1.1.3** Billing shall be submitted to the WVDNR separately for chemical additives or maintenance adjustment components.

**8.1.1.4** Billing shall be separated by park for all service and materials.

**8.1.1.5** Additional As Needed services shall be approved by Agency per occurrence prior to work being performed.

**8.2 Payment:** Agency shall pay per fees, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

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**8.3 Delivery of Orders**

- 8.3.1** Vendor shall accept standard order to immediately begin contract with official Notice
- 8.3.2** Vendor shall coordinate initial date to begin contract of plants with Agency Representative.
  - 8.3.2.1** Vendor shall report necessary repairs to the Agency as soon as the necessity of the repair is recognized.
  - 8.3.2.2** Vendor shall report necessary maintenance adjustments of components to the Agency as soon as the necessity of the adjustment is recognized. The Vendor shall not proceed with adjustments unless authorized unless it is an emergency condition and will notify the Agency as soon as possible of the emergency condition.
- 8.3.3** Should a repair or replacement of plant components be necessary the Vendor shall notify the Agency. The Agency will have the repair performed by others.
- 8.3.4** Delivery of Monthly Report Orders to Agency Representative
  - 8.3.4.1** Monthly reports will be due separately for each park
  - 8.3.4.2** Each Park report will include all respective wastewater treatment plant system, lagoons and/or polishing ponds operation, assessment of needs, maintenance conditioning, discharge outlet sampling, products added, or maintenance adjustment of components made.
  - 8.3.4.3** Monthly reports are due the 7th of each month.
- 8.3.5** Separate Reports will be provided to Agency Representative for Call Outs.
  - 8.3.5.1** Emergency Response Call Out Reports are due immediately upon completion of the corrective action.
  - 8.3.5.2** Reports will include all actions taken, additives or maintenance adjustment components made and repair or replacement of any components necessary.
- 8.3.6** Any and all additives or chemicals suggested and added for improved plant performance will be billed separately and will be a reimbursement of the costs of materials. Reimbursements shall be substantiated by copies of the invoices.
- 8.3.7** Any and all approved maintenance adjustments of components of plant operations will be billed separately and will be a reimbursement of the costs of the materials. Reimbursements shall be substantiated by copies of the invoices.

REQUEST FOR QUOTATION  
West Virginia Division of Natural Resources - PEM Section  
Wastewater Treatment Plant Systems  
Assessment, Consulting, Monitoring and Reporting Control Management

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**9. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

**10. VENDOR DEFAULT:**

**10.1** The following shall be considered a vendor default under this Contract.

**10.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.

**10.1.2** Failure to comply with other specifications and requirements contained herein.

**10.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

**10.1.4** Failure to remedy deficient performance upon request.

**10.2** The following remedies shall be available to Agency upon default.

**10.2.1** Immediate cancellation of the Contract.

**10.2.2** Immediate cancellation of one or more release orders issued under this Contract.

**10.2.3** Any other remedies available in law or equity.

**11. MISCELLANEOUS:**

**11.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

**11.2 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

**11.3 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

REQUEST FOR QUOTATION  
West Virginia Division of Natural Resources - PEM Section  
Wastewater Treatment Plant Systems  
Assessment, Consulting, Monitoring and Reporting Control Management

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Contract Manager: Jordan Chisler

Telephone Number: 304-612-9007

Fax Number: 304-798-3211

Email Address: JORDANCHISLER@CHISLERINC.COM

11.4 Emergency Response/After Hours Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary emergency response and after-hours contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Emergency Response and After-Hours Contract manager must be available at all hours beyond normal business hour, seven days a week to address any customer service or other issues related to this Contract. Vendor should list its Emergency Response and After-Hours Contract manager and his or her contact information below.

Contract Manager: Jordan Chisler

Telephone Number: 304-612-9007

Fax Number: 304-798-3211

Email Address: JORDANCHISLER@CHISLERINC.COM



ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: ARFQ DNR22\*10

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

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

Addendum Numbers Received:

*(Check the box next to each addendum received)*

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

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

Ashco-A-Corporation  
\_\_\_\_\_  
Company

  
\_\_\_\_\_  
Authorized Signature

10-25-2021  
\_\_\_\_\_  
Date

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

**ATTACHMENT A**  
**WVDNR Wastewater Treatment Plant System**  
**Assessment, Consulting, Monitoring and Reporting Control Management**

Park	Plants at Park	Facility Name	Specific Type	GPD	Sanitation Method
<b>Audra State Park</b> 8397 Audra Park Road Buckhannon 26201	1	Campground Bathhouse 2	Recirculating Sand Filter: Septic Tank/Sand Filter	1,675 GPD	Chlorine
<b>Babcock State Park</b> 486 Babcock Road Clifftop 25831	4	Administration Building	Recirculating Sand Filter	1,000 GPD	UV
		Cabin Area	Recirculating Sand Filter	5,000 GPD	Chlorine Tablet
		Campground Bathhouse, (2) Dumping Stations	Recirculating Sand Filter	9,600 GPD	UV
		Pool, Restrooms	Recirculating Sand Filter	4,000 GPD	Chlorine Tablet
<b>Beech Fork State Park</b> 5601 Long Branch Road Barboursville 25504	1	Twelvepole Creek Campground, Cabins, Day Use	Package Plant	50,000 GPD	Chlorine De-Chlorine
<b>Bluestone State Park</b> HC 78 Box 3 Hinton 25951	2	Cabins 27	Recirculating Sand Filter: Septic & Recirculating Tanks	8,000 GPD	Chlorine Tablet
		Meador Campground Area 40 sites, Dump Station, Pool Bathhouse 2	Aeriation Package Plant	12,000 GPD	Polishing Ponds, Chlorine Tablets
<b>Camp Creek State Park</b> 2390 Camp Creek Road Camp Creek 25820	1	Campground Bathhouse, Office, Residence	Recirculating Sand Filter	6,400 GPD	UV
<b>Cass Scenic Railroad State Park</b> 12363 Cass Road Cass 24927	1	Town of Cass, <i>Population 786</i>	Aeriated Lagoon: Aeration Chamber, Grinder Pump Station	62,880 GPD	Polishing Ponds Chlorine De-Chlorine Tablets
<b>Cedar Creek State Park</b> 2947 Cedar Creek Road Glennville 26351	1	Entire Park	Lagoon?	12,000 GPD	Chlorine?
<b>Chief Logan Lodge/Conference Center</b> 1000 Conference Center Drive Logan 25601	1	Lodge 75 Rooms, Restaurant 97 seats	Sand Filter	50,000 GPD	Chlorine De-Chlorine

**ATTACHMENT A**  
**WVDNR Wastewater Treatment Plant System**  
**Assessment, Consulting, Monitoring and Reporting Control Management**

Park	Plants at Park	Facility Name	Specific Type	GPD	Sanitation Method
<b>Chief Logan State Park</b> 860 Wolfpen Hollow Road Logan 25601	1	Campground 25 sites	Aeration Package Plant, Sand Filter	3,000 GPD	Chlorine De-Chlorine
<b>Coopers Rock State Forest</b> 61 County Line Drive Bruceeton Mills 26525	1	Overlook Restrooms	Recirculating Sand Filter	2,500 GPD	Chlorine
<b>Holly River State Park</b> 680 State Park Road Hacker Valley 26222	1	9 Cabins	Recirculating Sand Filter: Septic Tank/Recirculating Tank	4,110 GPD	UV
<b>Kanawha State Forest</b> 7500 Kanawha State Forest Drive Charleston 25314	1	Campground	Recirculating Sand Filter, Septic Tank	4,000 GPD	UV
<b>Lost River State Park</b> 321 Park Drive Mathias 26812	1	Cabins, Shelter, Office	Recirculating Sand Filter listed on original inventory sheet Package Plant	9,000 ADF	Chlorine Tablet
<b>Moncove Lake State Park</b> 695 Moncove Lake Access Road Gap Mills 24941	1	Campground and Water System Filter Backwash	Aeration Package Plant; Lift Station listed on original inventory sheet Membrane Bioreactor Plant	12,000 GPD	Chlor listed on original inventory sheet UV
<b>North Bend State Park</b> 202 North Bend State Park Road Cairo 26337	2	Cokely Branch Recreation Area Campground 28 sites , Dump Station, 1 Residence	Recirculating Sand Filter	50,000 GPD	UV
		Lodge, Restaurant, 8 Cabins, Residence, Pool & Campground 49 sites	Extended Aeration Package Plant, Surface Sand Filter	20,000 GPD	???
<b>Panther State Forest</b> 239 Ostenaco Road Panther 24872	1	Group Camp	Package Plant Recirculating Sand Filter	10,000 GPD	Chlorine Tablet

**ATTACHMENT A**  
**WVDNR Wastewater Treatment Plant System**  
**Assessment, Consulting, Monitoring and Reporting Control Management**

Park	Plants at Park	Facility Name	Specific Type	GPD	Sanitation Method
<b>Pipestem Resort State Park</b> 3405 Pipestem Drive Pipestem 25979	4	Campground, Dump Station	Extended Aeration Package Treatment Plant, Rapid Sand Filters	12,000 GPD	UV
		McKeever Lodge <i>113 Rooms</i> , Restaurant, Conference Rooms, 18 Hole Golf Clubhouse Pro Shop	Extended Aeration Package Treatment Plant	40,000 GPD	Chlorine Tablet
		Mountain Creek Lodge <i>80 Rooms</i> , Restaurant	Extended Aeration Package Treatment Plant	9,600 GPD	Chlorine Tablet
		Visitor Center, Recreation Center, Park Headquarters, Upper Tram, Park Laundry	Extended Aeration Package Treatment Plant	20,000 GPD	Chlorine Tablet
<b>Prickett's Fort State Park</b> 106 Overfort Lane Fairmont 26554	1	Restrooms	Recirculating Sand Filter, Septic Tanks w/Lift Station	4,200 GPD	Listed on original inventory sheet UV
<b>Twin Falls Resort State Park</b> RR 97 Mullens 25882	2	Campground and Picnic Area	Lagoon	50,000 GPD	???
		Lodge, Cabins, Golf Course Pro Shop, Pool Bathhouse	Extended Aeration Package Plant: Recirculating Sand Filter	20,000 GPD	Polishing Pond/Chlorine Contact Chamber listed in original inventory sheet
<b>Tygart Lake State Park</b> 1240 Paul E Malone Road Grafton 26354	2	Lodge <i>20 Rooms</i> , Restaurant <i>100 seats</i>	Extended Aeration Package Plant	8,000 GPD	Chlorine Tablet
		Restaurant, Marina, Picnic Area, Recreation Building, Campground, Bathhouse, Dump Station, Cabins 26, Swimming Area	Extended Aeration Package Plant	20,000 GPD	Chlorine Tablet

**ATTACHMENT A**  
**WVDNR Wastewater Treatment Plant System**  
**Assessment, Consulting, Monitoring and Reporting Control Management**

Park	Plants at Park	Facility Name	Specific Type	GPD	Sanitation Method
<b>Valley Falls State Park</b> 720 Valley Falls Road Fairmont 26554	1	Restrooms Maximum 500 persons	Extended Aeration/Alternating Surface Sand Filters, Septic Tanks	2,000 GPD [(2) 2,000g Septic Tanks]	Chlorine Tablet
<b>Watoga State Park</b> 4800 Watoga Park Road Marlinton 24954	3	Beaver Creek Campground 33 sites, Bathhouse Waste Load Allocation submitted 12/16/20	Lagoon: (Stabilization Pond) Chlorine Contact Tank	0.184 Acres	Chlorine De-Chlorine
		Island Lick Cabins 34, Park Headquarters	Recirculating Sand Filter: Grinder Pump Lift Station	14,900 GPD	Chlorine De-Chlorine
		Riverside Campground 50 sites, Cabins 1 & 2	Extended Aeration Package Plant Lift Stations	10,500 GPD	Chlorine De-Chlorine
<b>WV State Wildlife Center</b> 163 Wildlife Road French Creek 26218	1	3 Restrooms	???	6,300 GPD	???

*Note: Owner has provided the correct inventory of all plants in accordance with knowledge obtained by various sources.*

**EXHIBIT A - PRICING PAGE**  
WVDNR Wastewater Treatment Plant System  
Assessment, Consulting, Monitoring and Reporting Control Management

<b>Contract Items &amp; Services</b>					
Item #	Facility Site/Description	Unit	Unit Cost*	# of Units	Extended Cost
4.1 - 4.4	Audra State Park	Month	\$262	12	\$3144
	Babcock State Park	Month	\$270	12	\$3240
	Beech Fork State Park	Month	\$327	12	\$3924
	Bluestone State Park	Month	\$288	12	\$3456
	Camp Creek State Park	Month	\$238	12	\$2856
	Cass Scenic Railroad State Park	Month	\$369	12	\$4428
	Cedar Creek State Park	Month	\$182	12	\$2184
	Chief Logan Lodge/Conference Center	Month	\$252	12	\$3024
	Chief Logan State Park	Month	\$252	12	\$3024
	Coopers Rock State Forest	Month	\$132	12	\$1584
	Holly River State Park	Month	\$212	12	\$2544
	Kanawha State Forest	Month	\$252	12	\$3024
	Lost River State Park	Month	\$312	12	\$3744
	Moncove Lake State Park	Month	\$338	12	\$4056
	North Bend State Park	Month	\$346	12	\$4152
	Panther State Forest	Month	\$288	12	\$3456
	Pipestem Resort State Park	Month	\$352	12	\$4224
	Prickett's Fort State Park	Month	\$132	12	\$1584
	Twin Falls Resort State Park	Month	\$238	12	\$2856
	Tygart Lake State Park	Month	\$214	12	\$2568
Valley Falls State Park	Month	\$132	12	\$1584	
Watoga State Park	Month	\$394	12	\$4728	
WV State Wildlife Center	Month	\$262	12	\$3144	
<b>As Needed Services at the Discretion of the Agency</b>					
Item #	Facility Site/Description	Unit	Unit Cost*	# of Units	Extended Cost
5.1	On-Site Management	Hour	\$92	1	\$92
5.2	Emergency Response & After Hours	Hour	\$138	1	\$138
5.3	Training for Certified WW Plant Operators	Event	\$250	1	\$250
5.4	Annual Training of WW Plant Operators	Event	\$350	1	\$350
5.5	Additional On-Site Visits	Hour	\$92	1	\$92
<b>5.6 Sampling as required by the WVDEP permit requirements *</b>					
5.6.1	Audra State Park	Sample Event	\$193	1	\$193
5.6.5		Sample Event	\$237	1	\$237
5.6.6		Sample Event	\$366	1	\$366
5.6.1	Babcock State Park	Sample Event	\$250	1	\$250
5.6.5		Sample Event	\$213	1	\$213
5.6.6		Sample Event	\$342	1	\$342

EXHIBIT A - PRICING PAGE  
WVDNR Wastewater Treatment Plant System  
Assessment, Consulting, Monitoring and Reporting Control Management

Item #	Facility Site/Description	Unit	Unit Cost*	# of Units	Extended Cost
5.6.1	Beech Fork State Park	Sample Event	\$185	1	\$185
5.6.5		Sample Event	\$207	1	\$207
5.6.6		Sample Event	\$350	1	\$350
5.6.1	Bluestone State Park	Sample Event	\$160	1	\$160
5.6.5		Sample Event	\$173	1	\$173
5.6.6		Sample Event	\$301	1	\$301
5.6.1	Camp Creek State Park	Sample Event	\$160	1	\$160
5.6.5		Sample Event	\$173	1	\$173
5.6.6		Sample Event	\$301	1	\$301
5.6.1	Cass Scenic Railroad State Park	Sample Event	\$210	1	\$210
5.6.5		Sample Event	\$237	1	\$237
5.6.6		Sample Event	\$366	1	\$366
5.6.1	Cedar Creek State Park	Sample Event	\$157	1	\$157
5.6.5		Sample Event	\$278	1	\$278
5.6.6		Sample Event	\$366	1	\$366
5.6.1	Chief Logan Lodge/Conference Center	Sample Event	\$185	1	\$185
5.6.5		Sample Event	\$207	1	\$207
5.6.6		Sample Event	\$350	1	\$350
5.6.1	Chief Logan State Park	Sample Event	\$185	1	\$185
5.6.5		Sample Event	\$207	1	\$207
5.6.6		Sample Event	\$350	1	\$350
5.6.1	Coopers Rock State Forest	Sample Event	\$160	1	\$160
5.6.5		Sample Event	\$196	1	\$196
5.6.6		Sample Event	\$325	1	\$325
5.6.1	Holly River State Park	Sample Event	\$193	1	\$193
5.6.5		Sample Event	\$237	1	\$237
5.6.6		Sample Event	\$366	1	\$366
5.6.1	Kanawha State Forest	Sample Event	\$185	1	\$185
5.6.5		Sample Event	\$207	1	\$207
5.6.6		Sample Event	\$350	1	\$350
5.6.1	Lost River State Park	Sample Event	\$210	1	\$210
5.6.5		Sample Event	\$237	1	\$237
5.6.6		Sample Event	\$366	1	\$366
5.6.1	Moncove Lake State Park	Sample Event	\$210	1	\$210
5.6.5		Sample Event	\$173	1	\$173
5.6.6		Sample Event	\$301	1	\$301
5.6.1	North Bend State Park	Sample Event	\$157	1	\$157
5.6.5		Sample Event	\$278	1	\$278
5.6.6		Sample Event	\$366	1	\$366

EXHIBIT A - PRICING PAGE  
WVDNR Wastewater Treatment Plant System  
Assessment, Consulting, Monitoring and Reporting Control Management

Item #	Facility Site/Description	Unit	Unit Cost*	# of Units	Extended Cost
5.6.1	Panther State Forest	Sample Event	\$210	1	\$210
5.6.5		Sample Event	\$173	1	\$173
5.6.6		Sample Event	\$301	1	\$301
5.6.1	Pipestem Resort State Park	Sample Event	\$375	1	\$375
5.6.5		Sample Event	\$213	1	\$213
5.6.6		Sample Event	\$342	1	\$342
5.6.1	Prickett's Fort State Park	Sample Event	\$160	1	\$160
5.6.5		Sample Event	\$196	1	\$196
5.6.6		Sample Event	\$325	1	\$325
5.6.1	Twin Falls Resort State Park	Sample Event	\$185	1	\$185
5.6.5		Sample Event	\$173	1	\$173
5.6.6		Sample Event	\$301	1	\$301
5.6.1	Tygart Lake State Park	Sample Event	\$182	1	\$182
5.6.5		Sample Event	\$237	1	\$237
5.6.6		Sample Event	\$366	1	\$366
5.6.1	Valley Falls State Park	Sample Event	\$182	1	\$182
5.6.5		Sample Event	\$237	1	\$237
5.6.6		Sample Event	\$366	1	\$366
5.6.1	Watoga State Park	Sample Event	\$300	1	\$300
5.6.5		Sample Event	\$237	1	\$237
5.6.6		Sample Event	\$366	1	\$366
5.6.1	WV State Wildlife Center	Sample Event	\$193	1	\$193
5.6.5		Sample Event	\$237	1	\$237
5.6.6		Sample Event	\$366	1	\$366
TOTAL BID:					\$90,899.00

The quantities listed are for bid evaluation purpose only. Actual quantities may differ.

All line items must be bid or bid will be disqualified.

\* Unit cost must include all travel expenses.

Ashco - A - Corporation  
Vendor Name

[Signature]  
Representative

10/25/21  
Date





**State of West Virginia**  
BUREAU FOR PUBLIC HEALTH

Hereby Certifies

**EDWARD COGAR**

as a

**Class S  
Wastewater Operator**  
CERTIFICATION #: WVOP01370  
EXPIRES ON: 11/30/2022

*Richard K. ...*

DIRECTOR, OFFICE OF ENVIRONMENTAL HEALTH SERVICES



State of West Virginia  
BUREAU FOR PUBLIC HEALTH

Hereby Certifies

LEE R CONNER  
as a

**Class S**

**Wastewater Operator**

CERTIFICATION #: WVOP01462

EXPIRES ON: 11/30/2022

*Lee R Conner*  
DIRECTOR, OFFICE OF ENVIRONMENTAL HEALTH SERVICES

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: Ashco - A - Corporation

Authorized Signature: [Signature] Date 10-25-21

State of WV

County of Monongalia, to-wit:

Taken, subscribed, and sworn to before me this 25 day of October, 2021

My Commission expires 01/15, 2024



NOTARY PUBLIC [Signature: Mary V. Cole]

Client#: 1424486

ASHCO1

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/25/2021

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

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

PRODUCER: USI Insurance Services LLC, 101 West Main St Suite 900, Norfolk, VA 23510, 866 757-4234. CONTACT NAME: Jenelle Silvera, PHONE: 757-663-4087, FAX: 610-362-8559, E-MAIL ADDRESS: Jenelle.Silvera@usi.com. INSURER(S) AFFORDING COVERAGE: INSURER A: State Auto Property & Casualty Ins Co (NAIC # 25127), INSURER B: BrickStreet Mutual Insurance Company (NAIC # 12372).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, and Crime.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Evidence of Coverage

CERTIFICATE HOLDER: State of West Virginia, Department of Natural Resources, 324 4th Avenue, Charleston, WV 25303. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Shannon Snyder Gie.