

Solicitation Response(SR) Dept: 0310 ID: ESR03132300000004224 Ver.: 1 Function: New Phase: Final

Modified by batch , 03/16/2023

Header 1

General Information Contact Default Values Discount Document Information Clarification Request

| | |
|---------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| Procurement Folder: 1189276 | SO Doc Code: ARFQ |
| Procurement Type: Agency Master Agreement | SO Dept: 0310 |
| Vendor ID: <input type="text" value="VS0000016708"/> | SO Doc ID: DNR2300000018 |
| Legal Name: QUALITY WATER SERVICES LLC | Published Date: 3/9/23 |
| Alias/DBA: | Close Date: 3/16/23 |
| Total Bid: \$80,270.48 | Close Time: 13:30 |
| Response Date: <input type="text" value="03/13/2023"/> | Status: Closed |
| Response Time: <input type="text" value="11:41"/> | Solicitation Description: <input type="text" value="Addendum No. 01-O/E Potable Water Treatment Svcs Holly River"/> |
| Responded By User ID: <input type="text" value="qualitywater"/> | Total of Header Attachments: 1 |
| First Name: <input type="text" value="Stephanie"/> | Total of All Attachments: 1 |
| Last Name: <input type="text" value="Westfall"/> | |
| Email: <input type="text" value="steph@qualitywaterservicesv"/> | |
| Phone: <input type="text" value="3042690072"/> | |



160 John Street, Weston, WV 26452 ~ 304-269-0072 ~ www.qualitywaterserviceswv.com

March 13, 2023

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

Subject: Response to Request for Quotation
ARFQ 0310 DNR2300000018

Quality Water Services is pleased to present this proposal for the subject services. This proposal has been prepared to illustrate our capability and knowledge in water production and distribution, water quality, and compliance. We understand the scope of work will include acting as the responsible system operator of record for two PWSIDs, all potable water treatment operations, all required routine maintenance of water treatment facilities, water quality sampling, and all compliance reporting and data deliverables for Holly River State Park located in Hacker Valley, WV.

Important and pertinent experience is summarized below:

- ✓ Over 25 years' experience in all aspects of water and wastewater operations
- ✓ Established and ongoing relationship with WV Bureau for Public Health and WV Department of Environmental Protection
- ✓ Forward thinking approach to system operations and distribution services
- ✓ Depth of coverage with multiple cross-trained certified operators

We believe our experience makes our company uniquely qualified to meet the needs of your water and wastewater systems, and we look forward to beginning work for Holly River State Park.

Very respectfully,

A handwritten signature in cursive script that reads "Alan R. Westfall".

Alan R. Westfall
Chief Operating Operator
Quality Water Services
alan@qualitywaterserviceswv.com



PHOTO: NATURE'S ROCK GARDEN, ALLTRAILS

Quotation of Services for Holly River State Park

**Class II Certified Drinking Water Operator
Potable Water Treatment Plant Operations**

Submitted By:

Quality Water Services, LLC

160 John Street

Weston, WV 26452

304-269-0072

info@qualitywaterserviceswv.com

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1. Introduction and Company Overview:

Quality Water Services, LLC (Vendor) respectfully submits to the State of West Virginia, West Virginia Division of Natural Resources (Agency) the following pages in response to the published solicitation for Potable Water Treatment Plan Operations for Agency Water Treatment Facility located at Holly River State Park. Quality Water Services is a small business and preferred vendor serving the State of West Virginia, specializing in certified water and wastewater operations and services. Current clients range from public service districts and municipalities serving thousands of residents, to government owned water and wastewater systems who are serviced by a team of certified professionals. With an outstanding relationship and reputation with the West Virginia Division of Environmental Protection (WVDEP) and Department of Health and Human Resources (DHHR), Quality Water Services prides itself on maintaining the highest standards for public health, while maintaining ethical and safe business operating procedures.

2. Key Personnel:

- 2.1. Key Personnel 1: The Chief Executive Officer of Quality Water Services holds a Bachelor of Science, Master of Business Administration, Six Sigma Black Belt, and is a WDS certified water operator with over 20 years' experience in Lean Management, human resources and staff training and development in addition to expertise in regulatory compliance and contract management.
- 2.2. Key Personnel 2: The Chief Operating Officer of Quality Water Services is a Chief Operator and Class IV certified water operator with 25 years' experience in potable water treatment, distribution system services, leak detection and repair, and water quality management.
- 2.3. Key Personnel 3: Quality Water Services employs a team of certified drinking water and wastewater operators who are fully cross trained to multiple locations, ensuring peace of mind for each client with depth of operator coverage and continuity of water quality and compliance services.

3. Relevant Documents

Relevant documents governing performance under the proposed scope of work includes the following West Virginia Legislative rules for public water systems:

- 3.1. Title 150-Series 07, Public Service Commission Rules for the Government of Water Utilities
- 3.2. Title 64-Series 03, Public Water System Regulations
- 3.3. Title 64-Series 04, Public Water System Operators Regulations
- 3.4. Title 110-Series 15J, Per Se Exemption from Consumers Sales, Service, and Use Tax
- 3.5. West Virginia Public Water Regulations contain specific state requirements and adopt federal regulations under 40 CFR Parts 141-143

4. Assumptions

Vendor makes the following assumptions regarding performance of services under the proposed scope of work:

- 4.1. Agency will retain responsibility for all aspects of water treatment facility, distribution system, utility and asset management, and all associated infrastructure.
- 4.2. Agency will be responsible for communicating to Vendor, as soon as reasonably possible, any routine or emergency situations that arise which will affect the water treatment facility, or water quality (i.e., repairs, routine maintenance, major projects, etc.)
- 4.3. Agency will be responsible for any costs associated with water system infrastructure development or improvements, including but not limited to: equipment upgrades or repairs beyond routine and incidental water plant maintenance, storage buildings or water system facility repairs, and water storage tanks.
- 4.4. Agency will be responsible for preserving all records for water systems for the minimum required document retention times, as defined by all regulations listed in Section 3, Relevant Documents.
- 4.5. Agency operator will be responsible for collecting and logging daily water system samples, as required by all regulations listed in Section 3, Relevant Documents. Vendor must be in receipt of this logged data no later than the third day of each month for completion of data deliverables.
- 4.6. All personnel performing work for Agency water system as a water operator, or operator in training will be under Vendor direction as Chief System Operator. Vendor will be responsible for completion of all paperwork with DHHR to properly document any training hours received through on-the-job training, as needed.
- 4.7. Agency will be responsible to provide the required water treatment chemicals and will be responsible for coordinating the delivery of chemicals to the water treatment facility for Agency use. Vendor will be responsible to notify Agency representative in writing of need for chemicals to maintain a minimum 2-week inventory.
- 4.8. Vendor will utilize Agency provided laboratory equipment, standards, and sundry materials to complete all work within water treatment facility.
- 4.9. Agency is responsible to maintain separate contracted services for routine maintenance and calibration of laboratory equipment at the water treatment facility.
- 4.10. Agency will be responsible for all costs associated with laboratory testing for required compliance samples and will provide Vendor with written permission for access to all laboratory tracking and analysis records for Agency water systems.
- 4.11. Vendor will provide all personal protective equipment, specimen bottles, and other required routine tools necessary for water treatment operations and required sample collection.

- 4.12. Vendor will utilize Agency selected WV drinking water certified laboratory for all water quality sampling. Vendor will be responsible for the timely collection of all required samples.
- 4.13. Vendor will be responsible for maintaining best industry practices for certified operators in the collection of all compliance sampling on Agency water systems.
- 4.14. Vendor will be responsible for all costs to maintain inventory of parts, water filtration media, and any other necessary items for the routine and incidental maintenance of Agency water treatment facility.
- 4.15. Vendor will not perform any work which requires additional licensing, insurance, or specialized training beyond the scope pursuant to all work performed under this proposal (e.g., electrical, confined space entry, etc.)
- 4.16. Vendor will be responsible for maintaining Unemployment, Worker's Compensation, General Liability, Errors and Omissions, and Commercial Vehicle Insurance pursuant to all work performed under this proposal. Vendor will provide Agency with a certificate of insurance upon request at any time while this contract is effective. Vendor will be responsible for ensuring any sub-contracted work maintain the same, as required.
- 4.17. Vendor will comply with all federal, state, and local employment laws as a business in good standing with the State of West Virginia. Vendor will be responsible for ensuring any sub-contracted work maintain the same, as required.
- 4.18. As a certified service provider for West Virginia public water and wastewater utilities, Vendor falls under the jurisdiction of the Public Services Commission and will not maintain a general contractors license.

5. Performance and Deliverables

- 5.1. Vendor will assume the role of Chief Operator and will communicate with all regulatory agencies on behalf of Agency, pertaining only to Agency PWSID numbers for the water systems' compliance.
- 5.2. Vendor will provide a Class II Water Operator to operate water treatment plant as often as needed to maintain a minimum 2-day supply of potable water in Agency storage tanks. See Exhibit B for operator certifications.
- 5.3. Vendor will operate all chemical feed pump units, valves, controls, wells, roto phase units and all other related water treatment equipment to include the backwash of all filters. Vendor operations will control the chlorine residual, iron, manganese, pH, and all other potable water parameters as required by WVDHHR.
- 5.4. Vendor will perform all routine and incidental maintenance and mechanical adjustments required to operate the water treatment plant to ensure 24/7/365 operational status.
- 5.5. Vendor will complete the routine and incidental removal and replacement of sand and gravel filtration media.

- 5.6. Vendor will complete all water testing and data deliverables or reports required by all Federal, State, or Local regulatory agencies. All records will be provided to Agency to meet obligation cited in Section 4.4, above.
- 5.7. Vendor will provide Agency with all electronic reports, laboratory results, and compliance data. Agency will be responsible for required WVDEP submissions utilizing data provided by Vendor.
- 5.8. Vendor will host all regulatory site visits on behalf of Agency water systems. Dates for these regulatory events will be coordinated with Agency representative(s) with as much advance notice as possible. Likewise, if contacted directly, Agency will be responsible for notifying Vendor with as much advance notice as possible for scheduled regulatory visits.
- 5.9. Vendor will be responsible for submitting Monthly Operational Report (MOR) to DHHR to maintain regulatory compliance. Vendor will communicate status of Agency water system and water quality by providing Agency with Monthly Operational Reports. These Monthly Operational Reports will contain all pertinent treatment and compliance data for Agency PWSID number.
- 5.10. All water sample testing results will be provided by Vendor and reviewed with Agency representative upon request to identify areas of concern, trends, or recommendations for system or treatment process improvement.
- 5.11. Upon Agency request, Vendor will be in attendance of Agency water related meetings as needed and at no additional cost.
- 5.12. Vendor will provide advisory support to Agency for water system improvements or decision making, as required, to include coordination with engineering or other contract services needed for system advancement.

6. Emergency Services

- 6.1. Vendor will provide 24-hour, 365-day emergency response to ensure uninterrupted water service.
- 6.2. Vendor will provide Agency an emergency response procedure with three-tiered emergency call list to ensure the quickest possible response to any event.
- 6.3. Vendor will provide a responding representative on site within four (4) hours of initial notification for any emergency. Once there, Vendor operator(s) will remain onsite for as long as necessary, making all emergency adjustments or maintenance to all necessary equipment to ensure that Agency maintains water service.
- 6.4. Temporary and/or emergency maintenance or adjustments will include only such work as is necessary and incidental to assuring an uninterrupted supply of potable water to the public served by Agency water systems.
- 6.5. Vendor is not responsible for interruptions in water service which occur in Agency systems caused by line or equipment failures, unavailability of water treatment chemicals, Agency personnel or guest negligence, or acts of God.

7. Pricing and Invoicing

- 7.1. Exhibit A provides a monthly flat rate charge for Potable Water Treatment Plant Operations, Chief Water Operator services, compliance sampling, and inventory for the routine and incidental maintenance of Agency water treatment facilities.
- 7.2. Vendor will provide emergency replacement parts and install the same with, at cost, no additional markup on price. Original invoices for emergency replacement parts will be provided monthly, to include any expedited shipping required.
- 7.3. Vendor will invoice Agency monthly, in arrears for all Contract Services performed. Vendor will offer 5% invoice discount for payment in full within 10 days of receipt of invoice.
- 7.4. All Vendor invoices are payable within 30 days. Any outstanding balance after 30 days will be subject to 10% late fee accrued and billed monthly.
- 7.5. For any outstanding balance aged over 60 days, Vendor reserves the right to submit a written 30-day notice for termination of Contract Services.
- 7.6. Vendor will accept payment by check, electronic funds transfer, and/or Agency P-Card.
- 7.7. Vendor pricing includes all time, materials and equipment specified herein, technical services and support, sampling services, coordination with regulatory agencies, and additional expenses including any necessary shipping, travel costs, or required local taxes.

8. Period of Performance

- 8.1. This contract becomes effective by specified date indicated on Agency Award Document.
- 8.2. Initial contract term will be for a period from effective date for one (1) year, renewable up to 3 (three) consecutive years.
- 8.3. This contract may only be renewed upon the mutual written consent of the Agency and the Vendor. Any renewal to the terms of this agreement must be reviewed and agreed upon by both parties 30-days prior to the expiration date of the initial contract term.

9. Miscellaneous

- 9.1. Vendor will be responsible for following all Agency security protocols and procedures to include the safety of any access cards and/or keys to perform service.
- 9.2. Vendor will notify Agency immediately of any lost, stolen, or missing access card and/or keys and will inform all staff of Agency's security procedures.
- 9.3. Vendor will comply with all federal, state, and local employment laws as a business in good standing with the State of West Virginia.

9.4. Vendor will notify subcontractors they are required to comply with all applicable laws, regulations, and ordinances prior to any work being completed; likewise, all subcontractors will be notified they are required to be licensed and a company in good standing with regulatory agencies.

9.4. By accepting the terms herein and entering into this contract with Vendor:

9.4.1 Agency forever waives, releases and discharges Vendor and its owners, officers, employees, contractors, subcontractors, consultants, agents, successors and assigns (Vendor Parties) from any and all Claims, arising from or relating to (a) the past, present or future condition of Agency's water system to the extent such condition arose as a result of acts or omissions occurring prior to the contract effective date, (b) Agency's water operations, collection and disposal practices prior to the contract effective date, (c) the acts or omissions of Agency or any predecessor operator to Vendor, or (d) if applicable, any event of non-compliance under any applicable law or regulation until such time as Agency and Vendor have restored compliance to all of Agency's water operations (the Released Claims).

9.4.2. Agency agrees to indemnify, defend and hold harmless Vendor Parties from and against any and all Claims sustained by any Vendor Party, Agency or any third party arising from or relating to the Released Claims or any breach of this contract by Agency, except to the extent of Vendor's negligence, willful misconduct or non-compliance with applicable law or regulation.

9.4.3. For purposes of this Section 9.4., "Claims" means any and all claims, demands, actions, causes of action, responsibilities, damages, fines, penalties, deficiencies, defaults, assessments, losses, expenses, costs, liabilities and obligations, including interest, court costs, reasonable attorneys' fees and expenses, whether in tort or equity, or otherwise.

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.



(Name, Title)

Stephanie Westfall, CEO

(Printed Name and Title)

160 John Street, Weston, WV 26452

(Address)

304-269-0072 304-269-0076

(Phone Number) / (Fax Number)

steph@qualitywaterservcieswv.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.

Quality Water Services, LLC

(Company)



(Authorized Signature) (Representative Name, Title)

Stephanie Westfall, CEO

(Printed Name and Title of Authorized Representative)

03/13/2023

(Date)

304-269-0072 304-269-0076

(Phone Number) (Fax Number)

EXHIBIT A - PRICING PAGE

West Virginia Division of Natural Resources - Parks and Recreation Section
Open-End Contract for Potable Water Treatment Plant Operation at Holly River State Park

| ITEM | DESCRIPTION | UNIT OF MEASURE | QUANTITY* | UNIT PRICE | AMOUNT |
|-----------|-------------------------------|-----------------|-----------|------------|-------------|
| 1 | Monthly Service | Per Month | 12 | \$6,655.54 | \$79,866.51 |
| 2 | Standard Repairs Hourly Rate | Per Hour | 2 | \$52.00 | \$104.00 |
| 3 | Emergency Repairs Hourly Rate | Per Hour | 2 | \$150.00 | \$300.00 |
| TOTAL BID | | | | | \$80,270.51 |

Quality Water Services, LLC

Vendor


Authorized Vendor Signature

03/13/2023

Date

**Quantities listed above are for bid evaluation purposes only. Actual quantities may differ.*

STATE OF WEST VIRGINIA
DEPARTMENT OF HEALTH AND HUMAN RESOURCES

This is to Certify

Alan R. Westfall

Has complied with all Rules and Regulations of the State of West Virginia to become certified as a

DW Drinking Water Certification DW-4

WVOP07690

EXPIRATION DATE: April 30, 2024



Michelle L. Cool

Director, Office of Environmental Health Services

SCOTT M. LANTZ
as a

Class II
Public Water System Operator
CERTIFICATION #: WVOP33043
EXPIRES ON: 05/31/2023

DIRECTOR, OFFICE OF ENVIRONMENTAL HEALTH SERVICES

STATE OF WEST VIRGINIA

DEPARTMENT OF HEALTH AND HUMAN RESOURCES

This is to Certify

Scott M. Lantz

Has complied with all Rules and Regulations of the State of West Virginia to become certified as a

Water - Class II
WVOP33043

EXPIRATION DATE: 5/31/2023



Michelle L. Cool

Director, Office of Environmental Health Services

EXHIBIT C

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: Quality Water Services, LLC

Authorized Signature: [Signature] Date: 03/13/2023

State of West Virginia

County of Lewis, to-wit:

Taken, subscribed, and sworn to before me this 13 day of March, 2023.

My Commission expires June 19, 2023.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 01/19/2018)

EXHIBIT D

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: ARFQ DNR23*18

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)

- ☒ Addendum No. 1
- ☐ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ 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.

Quality Water Services, LLC

Company


Authorized Signature

03/13/2023

Date

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