



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

# State of West Virginia Master Agreement

Order Date: 05-13-2022

CORRECT ORDER NUMBER MUST  
APPEAR ON ALL PACKAGES, INVOICES,  
AND SHIPPING PAPERS. QUESTIONS  
CONCERNING THIS ORDER SHOULD BE  
DIRECTED TO THE DEPARTMENT  
CONTACT.

Order Number:	CMA 0211 4072 GSD2200000008 1	Procurement Folder:	1044293
Document Name:	Water Treatment and Legionella Testing Services	Reason for Modification:	Contract Document issued to memorialize changes to the vendor information due to Vendor name changes.
Document Description:	Water Treatment and Legionella Testing Serv		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2022-03-25
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2023-03-24

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: VC0000032858 CHEM AQUA INC PO BOX 152170  IRVING TX 750152170 US Vendor Contact Phone: 000-000-0000 Extension:  Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Robert P Kilpatrick Requestor Phone: (304) 558-2002 Requestor Email: robert.p.kilpatrick@wv.gov  <b>22</b> FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 103 MICHIGAN AVENUE CHARLESTON WV 25305 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US

6-6-22 BAT  
Purchasing Division's File Copy

Total Order Amount: Open End

ENTERED

PURCHASING DIVISION AUTHORIZATION  
DATE: 6/1/2022  
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM  
DATE: 6/8/2022  
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION  
DATE: 6-9-2022  
ELECTRONIC SIGNATURE ON FILE

**Extended Description:**

Central Master Agreement  
Open-End contract

Administrative change in vendor information. Specifically changing the Contract vendor name due to the sale of the original contract provider, Artesian Laboratories Inc., to the new buyer, Chem-Aqua, per the attached documents.

Contract Document CMA GSD2200000007 will be issued for the following:

Vendor was: Artesian Laboratories Inc.  
500 Lee Street, STE 1130  
Charleston, WV 25301-3200  
FEIN: 550625140  
wvOasis No: 000000204574

Vendor now: Chem-Aqua Inc.  
2727 Chemsearch Blvd.  
Irving, TX 75062  
FEIN: 752761907  
wvOasis No: VC0000032858

Old Procurement folder: 834765  
New Procurement Folder: 1044148

To renew the original contract according to all terms, conditions, prices and specifications contained in the original contract including all authorized change orders Effective date of renewal 03/25/2022 through 03/24/2023.

Renewal Years/Months Remaining: 2 years  
No other changes.

All provisions of the original Contract CMA GSD2100000007, and all change orders of the original Contract will remain in full force and effect.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	83101506			EA	50.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Monthly Treatment - Bldg. 1

**Extended Description:**

See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	83101506			EA	0.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Monthly Treatment - Bldg. 3

**Extended Description:**

See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	83101506			EA	115.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Monthly Treatment - Bldg. 4

**Extended Description:**

See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	83101506			EA	275.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Monthly Treatment - Bldg. 5

**Extended Description:**  
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	83101506			EA	100.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Monthly Treatment - Bldg. 6

**Extended Description:**  
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	83101506			EA	50.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Monthly Treatment - Bldg. 8

**Extended Description:**  
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	83101506			EA	1000.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Monthly Treatment - Bldg. 11

**Extended Description:**  
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	83101506			EA	125.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Monthly Treatment - Bldg. 17

**Extended Description:**  
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
9	83101506			EA	100.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Monthly Treatment - Bldg. 22

**Extended Description:**  
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
10	83101506			EA	200.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Monthly Treatment - Bldg. 23

**Extended Description:**  
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
11	83101506			EA	100.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Monthly Treatment - Bldg. 25

**Extended Description:**  
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
12	83101506			EA	100.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Monthly Treatment - Bldg. 36

**Extended Description:**  
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
13	83101506			EA	325.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Monthly Treatment - Bldg. 37

**Extended Description:**  
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
14	83101506			EA	300.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Monthly Treatment - Bldg. 55

**Extended Description:**  
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
15	83101506			EA	115.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Monthly Treatment - Bldg. 84

**Extended Description:**  
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
16	83101506			EA	115.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Monthly Treatment - Bldg. 86

**Extended Description:**  
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
17	83101506			EA	100.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Legionella Testing - Bldg. 3

**Extended Description:**  
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
18	83101506			EA	100.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Legionella Testing - Bldg. 4

**Extended Description:**  
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
19	83101506			EA	100.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Legionella Testing - Bldg. 5

**Extended Description:**  
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
20	83101506			EA	100.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Legionella Testing - Bldg. 6

**Extended Description:**  
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
21	83101506			EA	100.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Legionella Testing - Bldg. 8

**Extended Description:**  
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
22	83101506			EA	100.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Legionella Testing - Bldg. 11

**Extended Description:**  
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
23	83101506			EA	100.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Legionella Testing - Bldg. 17

**Extended Description:**  
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
24	83101506			EA	100.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Legionella Testing - Bldg. 22

**Extended Description:**  
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
25	83101506			EA	100.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Legionella Testing - Bldg. 23

**Extended Description:**  
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
26	83101506			EA	100.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Legionella Testing - Bldg. 25

**Extended Description:**  
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
27	83101506			EA	100.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Legionella Testing - Bldg. 36

**Extended Description:**  
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
28	83101506			EA	100.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Legionella Testing - Bldg. 37

**Extended Description:**  
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
29	83101506			EA	100.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Legionella Testing - Bldg. 55

**Extended Description:**  
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
30	83101506			EA	100.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Legionella Testing - Bldg. 84

**Extended Description:**  
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
31	83101506			EA	100.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Legionella Testing - Bldg. 86

**Extended Description:**  
See attached Pricing Pages.

**EXHIBIT 1-A**  
**BILL OF SALE, GENERAL ASSIGNMENT AND ASSUMPTION**  
**AGREEMENT**

**This Bill of Sale, General Assignment and Assumption Agreement** (the "Agreement"), effective as of March 31, 2022, is between **Chem-Aqua, Inc.**, a Texas corporation ("Buyer"), with its principal place of business at 2727 Chemsearch Boulevard, Irving, Texas 75062, and **Artesian Laboratories, Inc.** ("Seller"), with its principal place of business at 500 Lee Street East, Suite 1130, Charleston, WV 25301. Buyer and Seller may be collectively referred to as the "parties" and each may be singularly referred to as a "party". Capitalized terms not defined in this Agreement have the meanings assigned to them in that certain Asset Purchase Agreement between the parties of even date herewith (the "Asset Purchase Agreement").

In accordance with the Asset Purchase Agreement, Seller sold substantially all of its assets to Buyer and Buyer agreed to assume certain liabilities of Seller. Seller is executing and delivering this instrument for the purpose of granting, selling, conveying, assigning, transferring and delivering to and vesting in Buyer all of Seller's right, title and interest in and to the Purchased Assets. Buyer is executing this Agreement for the purpose of assuming the Assumed Liabilities (but not the Retained Liabilities), as expressed in the Asset Purchase Agreement. Nothing in this Agreement, expressed or implied, will exceed or restrict the agreed upon terms of the Asset Purchase Agreement. Therefore, the parties, intending to be legally bound, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Seller hereby grants, sells, conveys, assigns, transfers, delivers, sets over to, and vests in and unto Buyer, its successors and assigns all rights, title and interest, legal and equitable, in and to all of the Purchased Assets.
2. Without limiting the above, Seller hereby grants, sells, conveys, assigns, transfers, delivers, sets over to, and vests in and unto Buyer all of Seller's rights, title and interest in and to the Assumed Liabilities.
3. This Agreement does not enlarge, replace, restrict or otherwise modify the terms of the Asset Purchase Agreement or constitute a waiver or release by the Seller or the Buyer of any liabilities, duties or obligations imposed by the Asset Purchase Agreement, including, without limitation, the representations, warranties and other provisions of the Asset Purchase Agreement.
4. Buyer hereby assumes and agrees to pay, discharge, and perform when lawfully due all of the Assumed Liabilities. Buyer does not assume any of the Retained Liabilities.
5. Nothing in this Agreement, whether expressed or implied, shall be construed to confer upon or give to any person other than Seller and Buyer, their respective successors and assigns, any rights, remedies or claims under or by reason of this Agreement. All of the terms, covenants, conditions, promises and agreements contained in this Agreement are for the sole and exclusive benefit of each of Seller and Buyer.



6. Seller and Buyer agree from time to time, whether on or after the date hereof, each party will execute and deliver such other documents and take such other actions as may reasonably be required to (a) sell and convey more effectively the Purchased Assets from the Seller to Buyer and/or (b) enable Buyer to accept and assume the Assumed Liabilities.

7. This Agreement will be construed and interpreted in accordance with the laws of the State of Texas without regard to its provisions concerning choice of laws or choice of forum.

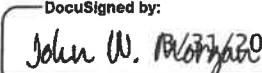
**The parties agree to the above terms by signing below:**

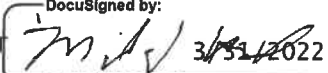
**Buyer:**

**Seller:**

Chem-Aqua, Inc.:

Artesian Laboratories, Inc.:

By:  DocuSigned by: 3/31/2022 | 11:35 AM CDT  
Mike Howdeshell, Global President

By:  DocuSigned by: 3/31/2022 | 12:57 PM EDT  
John W. Morgan, President



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

## State of West Virginia Master Agreement

Order Date: 03-04-2021

CORRECT ORDER NUMBER MUST  
APPEAR ON ALL PACKAGES, INVOICES,  
AND SHIPPING PAPERS. QUESTIONS  
CONCERNING THIS ORDER SHOULD BE  
DIRECTED TO THE DEPARTMENT  
CONTACT.

Order Number:	CMA 0211 4072 GSD2100000007 1	Procurement Folder:	834765
Document Name:	Water Treatment and Legionella Testing Services	Reason for Modification:	
Document Description:	Water Treatment and Legionella Testing Serv	Award of CRFQ GSD2100000028	
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2021-03-25
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2022-03-24

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000204574 ARTESIAN LABORATORIES INC 500 LEE ST STE 1130  CHARLESTON WV 25301-3200 US Vendor Contact Phone: 304-343-4763 Extension:  Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Robert P Kilpatrick Requestor Phone: (304) 558-2002 Requestor Email: robert.p.kilpatrick@wv.gov
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 112 CALIFORNIA AVENUE, 5TH FLOOR CHARLESTON WV 25305 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS  No City WV 99999 US

Total Order Amount: Open End

PURCHASING DIVISION AUTHORIZATION  DATE: ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM  DATE: ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION  DATE: ELECTRONIC SIGNATURE ON FILE
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### Open-End Contract

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	83101508			EA	0.000000
	Service From	Service To			

**Extended Description:**

FORM ID: WV-PRC-CMA-002 2020/01

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "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.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

**Initial Contract Term:** This Contract becomes effective on 03/25/2021 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 Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division 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. Unless otherwise specified below, 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 months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **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, Purchasing Division 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 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, Purchasing Division, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division 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. The performance bond must be received by the Purchasing Division 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 Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐

☐

☐

☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications 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 checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, 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, including but not limited to, policy cancelation, policy reduction, or change in insurers. 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 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

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

☐ **Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

☐☐☐☐



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

**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. [Reserved]**

**11. 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:

☒ \_\_\_\_\_ N/A \_\_\_\_\_ for \_\_\_\_\_ N/A \_\_\_\_\_

☐ Liquidated Damages Contained in the Specifications

**12. 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.

**13. 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.

**14. 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.

**15. 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 and services through state designated credit cards.)

**16. 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.

**17. 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.

**18. 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.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

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

**21. 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.

**22. 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.

**23. 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.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). 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 Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. 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.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. 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.

**29. 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.

**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 West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia 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 Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division 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 West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**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 this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a 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 a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division 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"), provided that both the Other Government Entity and the Vendor agree. 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. 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 and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 01/09/2020

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

**42. 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 of such operations, from steel made by the open hearth, 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.

**43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**44. 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 pre-award 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.

**45. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.



**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.

Veronica Watson

(Name, Title)

Veronica Watson, Business Manager

(Printed Name and Title)

500 Lee Street E, Suite 1130, Charleston, WV 25301

(Address)

304-343-4763/304-343-4767

(Phone Number) / (Fax Number)

artesian@artesianlabs.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.

Artesian Laboratories, Inc.

(Company)

Veronica Watson

Veronica Watson, Business Manager

(Authorized Signature) (Representative Name, Title)

Veronica Watson, Business Manager

(Printed Name and Title of Authorized Representative)

2/17/21

(Date)

304-343-4763 (Phone) 304-343-4767 (FAX)

(Phone Number) (Fax Number)

**Water Testing and Treatment Services**  
**WV Department of Administration – Owned Facilities**

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Administration, General Services Division to establish a contract for Monthly Water Testing and Treatment, and Quarterly Legionella testing services.

**CONDITIONS FOR MANDATORY PRE-BID MEETING**

- No more than two (2) representatives of the interested bidder may attend the pre-bid; no more than two (2) interested bidders may be scheduled for each site visit.
- Visiting bidder representative(s) must abide by all safety precautions for safe social distancing, as prescribed by the GSD Project Manager.
- The pre-bid and/or site visit is **NOT** an opportunity to ask or submit technical questions about the project. No verbal representations provided at a site visit are binding in any manner. Interested bidders should submit all technical questions per the instructions in the CRFQ.
- All visitors to Building 4 shall enter through the Visitor Entrance and will be screened prior to gaining admittance into the building. Please allow ample time to ensure that you can be present for the beginning of the pre-bid.

- 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 Services”** means monthly water treatment, testing and quarterly Legionella testing services as more fully described in these specifications.

**2.2 “Pricing Page”** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.

**2.3 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

- 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, or Vendor’s supervisory staff assigned to this project, must have successfully completed at least three (3) projects that involved work similar to that described in these specifications. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor’s past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract

**Water Testing and Treatment Services**  
**WV Department of Administration – Owned Facilities**

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award.

**4. MANDATORY REQUIREMENTS:**

**4.1 Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.

The Vendor shall provide monthly water treatment, testing, and quarterly Legionella testing service as set forth and in accordance with all applicable federal, state, and local regulations in buildings owned and operated by the West Virginia Department of Administration. The water treatment program is to include all boiler systems, cooling towers, chillers, water loops, condensate lines and tanks or other systems identified by General Services in Exhibit B, as follows:

**4.1.1 Regular Treatment and Testing Services**

**4.1.1.1** The Vendor shall establish a monthly preventative program to eliminate or minimize corrosion and the formation of adherent mineral deposits in the boilers, steam lines, valves, heat exchangers, traps, condensate systems and heat transfer surfaces of related equipment.

**4.1.1.2** The Vendor shall also establish a monthly preventative program to eliminate or minimize corrosion, the formation of adherent mineral deposits, algae and slime formation and bacterial growth on heat transfer surfaces in re-circulating water line circuits including cooling towers, closed chilled water and hot water systems and closed-loop heat pump systems. Vendor shall include corrosion inhibitor and biocide treatment in the monthly treatment of loops associated with the Dolphin Systems in Buildings 11, 37, and 55. Vendor shall provide salt and filters for Kinetco water softeners at Building 37.

**4.1.1.3** The Vendor shall provide on-site scientific expertise to analyze problems relating to water treatment discovered during maintenance activities.

**4.1.1.4** All monthly testing and treatment will be done to maintain the Water Quality Technical Specification (below). Testing results will be provided to the Agency at no additional costs other than those provided on the Pricing Page.

**4.1.2 Quarterly Legionella Testing**

**Water Testing and Treatment Services**  
**WV Department of Administration – Owned Facilities**

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**4.1.2.1** Legionella Testing will be performed quarterly in accordance with AIHA (American Industrial Hygiene Association) <https://www.aiha.org> and ASTM (<https://www.astm.org/>) guidelines. Legionella will be tested at all closed loops, towers and all other sites in which towers are present. Testing results will be provided to the Agency at no additional costs other than those provided on the Pricing Page.

**4.1.3 Equipment and Chemicals**

**4.1.3.1** All equipment and chemicals used for water treatment must be in conformance with all applicable federal, state, and local regulations. Vendors shall utilize a water-usage based program utilizing meters and post-bleed controllers.

**4.1.3.2** All chemical feed equipment is to be installed by the vendor at no additional charge to The State of West Virginia and maintained by the vendor during the duration of the service contract. Equipment is to be installed within 45 days from the effective date of the contract. The Contractor shall provide staff and materials to maintain proper systems treatment by manual means until such time equipment is installed.

**4.1.3.3** The Contractor shall furnish the following information to the Agency prior to performing any Contract Services:

**4.1.3.3.1** Detailed list of the equipment to be used and method of delivery into the various systems.

**4.1.3.3.2** Copies of all MSDS of chemicals/products to be utilized shall be furnished to the safety department prior to introduction of product onto the premises.

**4.1.3.4** All discharges into the sewage system from cooling tower bleed-off, boiler blow down or system draining must meet all federal, state, and local regulations. The use of molybdates is prohibited.

**4.1.4 Water Quality Technical Specifications**

**4.1.4.1** Closed hydronic systems, including hot-water heating and chilled water, shall have the following water qualities:

**4.1.4.1.1** pH: Maintain a value within 9.0 to 10.5.

**4.1.4.1.2** "P" Alkalinity: Maintain a value within 100 to 500 ppm.

**4.1.4.1.3** Boron: Maintain a value within 100 to 200 ppm.

**4.1.4.1.4** Chemical Oxygen Demand: Maintain a maximum value of 100ppm.

**Water Testing and Treatment Services**  
**WV Department of Administration – Owned Facilities**

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- 4.1.4.1.5 Soluble Copper:** Maintain a maximum value of 0.20 ppm.
- 4.1.4.1.6 TDS (Total Dissolved Solids):** Maintain at 3000 ppm with a maximum of 5000 ppm.
- 4.1.4.1.7 Ammonia:** maintain a maximum value of 20 ppm.
- 4.1.4.1.8 Free caustic alkalinity:** Maintain a maximum value of 20 ppm.
- 4.1.4.1.9 Microbiological Limits:**
  - 4.1.4.1.9.1 Total Aerobic Plate Count:** Maintain a maximum value of 1000 organisms per ml.
  - 4.1.4.1.9.2 Total Anaerobic Plate Count:** Maintain a maximum value of 100 organisms per ml.
  - 4.1.4.1.9.3 Nitrate Reducers:** Maintain a maximum value of 100 organisms per ml.
  - 4.1.4.1.9.4 Sulfate Reducers:** Maintain a maximum value of 0 organisms per ml.
  - 4.1.4.1.9.5 Iron Bacteria:** Maintain a maximum value of 0 organisms per ml.
- 4.1.4.1.10 Steam boiler systems and steam condensate systems shall have the following water qualities:**
  - 4.1.4.1.10.1 Steam Condensate:**
    - 4.1.4.1.10.1.1 pH:** Maintain a value within 7.8 to 8.4.
    - 4.1.4.1.10.1.2 Total Alkalinity:** Maintain a value within 5 to 50 ppm.
    - 4.1.4.1.10.1.3 Chemical Oxygen Demand:** Maintain a maximum value of 15 ppm.
    - 4.1.4.1.10.1.4 Soluble Copper:** Maintain a maximum value of 0.20 ppm.
    - 4.1.4.1.10.1.5 TDS:** Maintain a maximum value of 100 ppm.
    - 4.1.4.1.10.1.6 Ammonia:** Maintain a maximum value of 20 ppm.
    - 4.1.4.1.10.1.7 Total Hardness:** Maintain a maximum value of 2 ppm.
  - 4.1.4.1.10.2 Steam boilers operating at 15 psi and less shall have the following water qualities:**
    - 4.1.4.1.10.2.1 "OH" Alkalinity:** maintain a value within 200 to 400 ppm.
    - 4.1.4.1.10.2.2 TDS:** Maintain a value within 600 to 1200 ppm to a maximum 30 times return water TDS.
  - 4.1.4.1.10.3 Passivation for galvanized steel for the first 60 days of operation.**
    - 4.1.4.1.10.3.1 pH:** Maintain a value within 7 to 8.
    - 4.1.4.1.10.3.2 Calcium Carbonate Hardness:** Maintain a value within 100 to 300 ppm.

**Water Testing and Treatment Services**  
**WV Department of Administration – Owned Facilities**

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**4.1.4.1.10.3.3 Calcium Carbonate Alkalinity:** Maintain a value within 100 to 300 ppm.

**4.1.4.1.11 Nitrite inhibitors** used in the closed loop programs shall be 600 to 800 ppm for chilled water loops, and 1000 to 1400 ppm for hot water loops.

**5. CONTRACT AWARD:**

**5.1 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.

**5.2 Pricing Page:** Vendor should complete the Pricing Page by providing a unit price for monthly water testing and treatment, and a quarterly price for Legionella testing for each building (**rate shall include the cost of all treatment chemicals to perform Contract Services**). Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

**6. 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.

**6.1.** Contract Services will be performed during the Agency's normal business hours, from 7:00 am to 5:00 pm EST, Monday through Friday, excluding State Holidays.

**7. PAYMENT:** Agency shall pay unit price, 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.

**7.1.** Invoices shall be submitted to the Agency for payment monthly (in arrears) and must include the following information:

**7.1.1.** Copies of all service orders or inspection reports signed and dated by the Agency Representative (prior to their submittal with invoices for payment).

**7.1.2.** FEIN number, complete address of vendor, and contract number.

**7.1.3.** Invoices shall be mailed to the following address:

**Department of Administration**  
**General Services Division**

**Water Testing and Treatment Services**  
**WV Department of Administration – Owned Facilities**

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**Building 4**  
**112 California Avenue**  
**Charleston, West Virginia 25305**

**7.1.4. Or emailed to [GSDInvoices@wv.gov](mailto:GSDInvoices@wv.gov)**

- 8. 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.
- 9. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
  - 9.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
  - 9.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
  - 9.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
  - 9.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
  - 9.5.** Vendor shall inform all staff of Agency's security protocol and procedures.
- 10. VENDOR DEFAULT:**
  - 10.1.** The following shall be considered a vendor default under this Contract.
    - 10.1.1.** Failure to perform Contract Services 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.

**REQUEST FOR QUOTATION**  
**Water Testing and Treatment Services**  
**WV Department of Administration – Owned Facilities**

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**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. 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.

<b>Contract Manager:</b>	<u>Bill Bradford</u>
<b>Telephone Number:</b>	<u>304-541-3926</u>
<b>Fax Number:</b>	<u>304-343-4767</u>
<b>Email Address:</b>	<u>bbradford@artesianlabs.com</u>





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

State of West Virginia  
Centralized Request for Quote  
Service - Prof

<b>Proc Folder:</b> 834765			<b>Reason for Modification:</b> Addendum No. 1 is issued to publish and distribute the attached information to the vendor community.
<b>Doc Description:</b> Addendum No. 1 Water Treatment and Legionella Testing Service			
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2021-02-05	2021-02-18 13:30	CRFQ 0211 GSD2100000028	2

**BID RECEIVING LOCATION**

BID CLERK  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON WV 25305  
US

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :**

**Address :**

**Street :**

**City :**

**State :**

**Country :**

**Zip :**

**Principal Contact :**

**Vendor Contact Phone:**

**Extension:**

**FOR INFORMATION CONTACT THE BUYER**

Melissa Pettrey  
(304) 558-0094  
melissa.k.pettrey@wv.gov

**Vendor  
Signature X**

**FEIN#**

**DATE**

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

**SOLICITATION NUMBER: CRFQ GSD2100000028**  
**Addendum Number: 1**

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

Addendum # 1 is issued for the following reasons:

1. To extend the bid opening to Thursday, February 18, 2021 at 1:30pm EST to allow for site visits during the week of February 8, 2021.
2. To publish the vendor questions with responses.
3. To publish a copy of the mandatory pre-bid sign-in sheet.
4. To provide contact information to schedule site visits.

No other changes made.

Bid opening is extended to Thursday, February 18, 2021 at 1:30pm EST

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

# Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ GSD2100000028

Date of Pre-Bid Meeting: 2/3/21

Location of Prebid Meeting: Bldg. 4 1st Flr. Conf. Rm.

**Please Note:**

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.  
Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.  
For further verification, please also provide a business card if possible.

<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
Aqua-Science	Shawn Waters	1977 17th Ave E. Columbus, OH 43219	614-252-5800	614-257-0006	Kumera@AquaScience.com
Kroff Chemical	Zach Rouzee	12 Federal St Suite 450 Pittsburgh, PA 15212	304-290-9306	412-321-9802	ZROUZEE@KROFF.COM
Kroff Chemical	Brian Yanok	12 Federal St. Suite 450 Pittsburgh PA 15212	304-488-6664	412-321-9802	byanok@kroff.com
Artesian Process Chemicals	Veronica Watson	500 Lee St. E St. 1130 Charleston, WV 25303	304-343-4763	304-343-4767	artesian@artesianlabs.com

**\*One Vendor Per Representative** - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

# Aqua Science

**SHAWN WOLFORD**  
*Account Manager*

1877 East 17th Avenue  
Columbus, Ohio 43219  
Office 614-252-5000  
Fax 614-257-0008  
Mobile 304-946-5186  
swolford@aquascience.com  
<http://www.aquascience.com>

**Zach Rouzes**  
*Regional Manager*

412 321-8800 ext 143  
412 321-8802 fax  
304 290-8908 mobile  
zrouzes@kroff.com



**Kroff Chemical  
Company, Inc.**  
One North Shore Center  
12 Federal St., Suite 450  
Pittsburgh, PA 15212  
[www.kroff.com](http://www.kroff.com)

**Brian Yanok**  
*Sales Engineer*

304 488-6664 mobile  
412 321-8802 fax  
byanok@kroff.com



**Kroff Chemical  
Company, Inc.**  
One North Shore Center  
12 Federal St., Suite 450  
Pittsburgh, PA 15212  
[www.kroff.com](http://www.kroff.com)



**ARTESIAN**  
**PROCESS CHEMICALS GROUP**  
Water Treatment Solutions

**Veronica Watson**  
*Business Manager*

500 Lee Street East  
Suite 1130  
Charleston, WV 25301

Office: 304-343-4763  
Fax: 304-343-4767  
Email: [artesian@artesianlabs.com](mailto:artesian@artesianlabs.com)

**CRFQ GSD2100000028**  
**Water Treatment and Legionella Testing Services**  
**Technical Questions and Answers**

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**Q 1.** Are there currently corrosion inhibitors and biocides being added to buildings 11, 37, and 55 (the ones with the Dolphin Systems)? Please explain what water chemistry you're looking for and how it relates to the operation of the Dolphin units.

**A 1.** Yes

**Q 2.** Can we see the last 3 months of system reviews/field water test reports for all building locations? This would help to determine chemical usage and/or identify any problems or issues with the systems that could impact water treatment service.

**A 2.** No

**Q 3.** Please provide the part numbers for the filters on the softeners at Building 37. Please also provide average usage for softener salt (number of bags needed per month) and any specific brand requirements, if applicable.

**A 3.** Vendor can locate during site visit .

**Q 4.** What is the shipping procedure for delivering chemicals to the locations? Can chemicals be drop shipped via LTL carrier, or do they need to be hand-delivered by the vendor?

**A 4** Drop ship to buildings. Yes.

**Q 5.** Can we schedule site visits with building contacts in order to conduct system surveys?

**A 5.** Yes .

**Q 6.** Do you have any data for the total annual make-up and blowdown volumes for the cooling towers at the Chilled Water Plant, Building 37 DEP Kanawha City, and the Building 55 in Logan?

**A 6.** No

**Q 7.** There are currently no corrosion inhibitors being fed to the cooling towers with the Dolphin systems. Should a corrosion inhibitor be omitted from the bid?

**A 7.** Section 4.1.1.2 of the specifications, delete the second sentence from:

"Vendor shall include corrosion inhibitor and biocide treatment in the monthly treatment of loops with the Dolphin Systems in Buildings 11, 37, and 55."

Replace with:

"Vendor shall include biocide treatment in the monthly treatment of loops with the Dolphin Systems in Buildings 11, 37, and 55."

**CRFQ GSD2100000028**  
**Water Treatment and Legionella Testing Services**  
**Technical Questions and Answers**

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**Q 8.** Can we schedule a walkthrough for Tuesday, February 9<sup>th</sup> to survey the following building?

- Building 17 Finance
- Building 22 Tax and Revenue
- Building 36 One Davis Square
- Building 37 DEP (Kanawha City)
- Building 86 Greenbrooke

**A 8.** Yes

**Building Contacts**

Buildings 1 & 8, Scotty Pauley, 304-993-8452.  
Buildings 3, 5, & 6 Jeff Gillenwater, 304-982-0531.  
Buildings 4, 11, 17, Greg Edelman 304-389-8045.  
Buildings 84 & 86, Morgan Hurley, 304-380-8952.  
Buildings 22, 36, & 37 William Dodson 304-205-2720.  
Buildings 23, 25, & 55, Doug Pate, 304-982-0533

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: GSD2100000028**

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

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

**Addendum Numbers Received:**

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

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input 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.

Artesian Laboratories, Inc.

Company

Veronica Watson

Authorized Signature

2/17/21

Date

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

**Exhibit A: Pricing Page**

Building Location		Monthly Treatment & Testing
Capitol Complex		
	System	Monthly Unit Price
1. Building 1, Main Capitol, Basement	Chilled and Hot Water Loops/Steam Reduction Station	\$50
3. Building 3, DMV, Basement	Chilled and Hot Water Loops	\$ 50.00
4. 112 California Avenue	Chilled and Hot Water Loops/Steam Reduction Station	\$ 115.00
5. Building 5, Highways,	4 Bryan boilers/Chilled and Hot Water Loop/Condensate Station/Water Softening Station (Agency buys salt)	\$ 275.00
6. Building 6, Education	10 n900 boilers/Chilled and Hot Water Loop	\$ 100.00
8. Building 8, Governor's Mansion	Chilled Water Loop (Legionella Testing at the Heat Exchanger)	\$ 50.00
11. Chilled Water Plant	Chilled Water Loop and Towers (5) and loops associated with Dolphin Systems (corrosion and biocide)	\$ 1,000.00
17. Finance (2101 Washington Street)	21 water loop heat pumps and Tower	\$ 125.00
Off of the Complex		
	System	Monthly Unit Price
22. Tax and Revenue (1001 Lee St.)	Closed chill water loop- 2 boilers	\$ 100.00
23. Beckley (407 Neville St.)	Hydronic heat pumps- 1 boiler- tower	\$ 200.00
25. Parkersburg (5th and Avery St.)	Tower Only	\$ 100.00
36. One Davis Square (Charleston)	Chilled Water Loop and Boiler	\$ 100.00
37. DEP (Kanawha City)	Kinetco water units-2 mammoth boilers and towers and loops associated with Dolphin Systems (corrosion and biocide)	\$ 325.00
55. Logan (130 Stratton St)	Chilled and Hot Water Loop and Tower and loops associated with Dolphin Systems (corrosion and biocide)	\$ 300.00
84. Cornerstone (1409 Greenbrier St)	Hot Water Loop (only)	\$ 115.00
86. Greenbrooke (1124 Smith St. Chas.)	4 boilers, 25 water source heat pumps, 1 tower, 1 cooling loop	\$ 115.00



**GSD287537 Exhibit A: Pricing Page (Page 2)**

Building Location		Quarterly Legionella Testing	
Capitol Complex	System	Unit Price per Test	
3. Building 3, DMV, Basement	Chilled and Hot Water Loops (1 test per quarter)	\$	100.00
4. 112 California Avenue	Chilled and Hot Water Loops/Steam Reduction Station(1 test per quarter)	\$	100.00
5. Building 5, Highways,	4 Bryan boilers/Chilled and Hot Water Loop/Condensate Station/Water Softening Station (Agency buys salt)(1 test per quarter)	\$	100.00
6. Building 6, Education	10 n900 boilers/Chilled and Hot Water Loop(1 test per quarter)	\$	100.00
8. Building 8, Governor's Mansion	Chilled Water Loop (Legionella Testing at the Heat Exchanger)(1 test per quarter)	\$	100.00
11. Chilled Water Plant	Chilled Water Loop and Towers (5)(6 tests per quarter)	\$	100.00
17. Finance (2101 Washington Street)	21 water loop heat pumps and Tower(2 tests per quarter)	\$	100.00
Off of the Complex	System	Unit Price per Test	
22. Tax and Revenue (1001 Lee St.)	Closed chill water loop- 2 boilers (3 tests per quarter)	\$	100.00
23. Beckley (407 Neville St.)	Hydronic heat pumps- 1 boiler- tower (2 tests per quarter)	\$	100.00
25. Parkersburg (5th and Avery St.)	Tower Only (1 test per quarter)	\$	100.00
36. One Davis Square (Charleston)	Chilled Water Loop and Boiler (2 tests per quarter)	\$	100.00
37. DEP (Kanawha City)	Kinetco water units-2 mammoth boilers and towers (4 tests per quarter)	\$	100.00
55. Logan (130 Stratton St)	Chilled and Hot Water Loop and Tower (2 tests per quarter)	\$	100.00
84. Cornerstone (1409 Greenbrier St)	Hot Water Loop Only (1 test per quarter)	\$	100.00
86. Greenbrooke (1124 Smith St, Chas.)	4 boilers, 25 water source heat pumps, 1 tower, 1 cooling loop (3 tests per quarter)	\$	100.00
*Quantity listed for Legionella Testing is 4 (once per quarter) times the number of tests required in each building (eg. Bldg 22 requires 3 tests per quarter; therefore, 3 x 4 = 12 Quantity)			

**Exhibit B****Location Schedule**

<b>Building Location</b>	<b>System</b>	<b>Legionella Testing</b>
<b>Capitol Complex</b>		
1. Building 1, Main Capitol, Basement	Chilled and Hot Water Loops/Steam Reduction Station	N/A
3. Building 3, DMV, Basement	Chilled and Hot Water Loops	1 Quarterly Test
4. 112 California Avenue	Chilled and Hot Water Loops/Steam Reduction Station	1 Quarterly Test
5. Building 5, Highways,	4 Bryan boilers/Chilled and Hot Water Loop/Condensate Station/Water Softening Station (Agency buys salt)	1 Quarterly Test
6. Building 6, Education	10 n900 boilers/Chilled and Hot Water Loop	1 Quarterly Test
8. Building 8, Governor's Mansion	Chilled Water Loop (Legionella Testing at the Heat Exchanger)	1 Quarterly Test
11. Chilled Water Plant	Chilled Water Loop and Towers (5) and loops associated with Dolphin Systems (corrosion and biocide)	6 Quarterly Tests
17. Finance (2101 Washington Street)	21 water loop heat pumps and Tower	2 Quarterly Tests
<b>Off of the Complex</b>		
<b>System</b>		
22. Tax and Revenue (1001 Lee St.)	Closed chill water loop- 2 boilers	3 Quarterly Tests
23. Beckley (407 Neville St.)	Hydronic heat pumps- 1 boiler- tower	2 Quarterly Tests
25. Parkersburg (5th and Avery St.)	Tower Only	1 Quarterly Test
36. One Davis Square (Charleston)	Chilled Water Loop and Boiler	2 Quarterly Tests
37. DEP (Kanawha City)	Kinetco water units-2 mammoth boilers and towers and loops associated with Dolphin Systems (corrosion and biocide)	4 Quarterly Tests
55. Logan (130 Stratton St)	Chilled and Hot Water Loop and Tower and loops associated with Dolphin Systems (corrosion and biocide)	2 Quarterly Tests
84. Cornerstone (1409 Greenbrief St)	Hot Water Loop Only	1 Quarterly Test
86. Greenbrooke (1124 Smith St, Chas.)	4 boilers, 25 water source heat pumps, 1 tower, 1 cooling loop	3 Quarterly Tests

**General Services  
Division**

# Memo

**To:** Melissa K. Pettrey, Senior Buyer, Purchasing Division  
**From:** James R. Jones, Procurement Officer *James R. Jones*  
**Date:** April 1, 2022  
**Re:** CMA GSD2100000007 Water Treatment & Legionella Testing Services, CO 2 renewal

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Let this memo serve as justification for the backdating of the renewal of this contract. While the Agency had submitted paperwork in advance of the renewal period, the processing of the renewal was overlooked. A staffing shortage, along with a number of high priority projects resulted in this oversight. The Agency should be hiring additional staff, and will be more diligent in getting renewal paperwork processed in a timely manner

If you have any questions or need additional information, please contact me via e-mail at [James.R.Jones@wv.gov](mailto:James.R.Jones@wv.gov), or on the phone at (304) 352-5517.

Thank you

*Backdated  
after  
you*



STATE OF WEST VIRGINIA  
**DEPARTMENT OF ADMINISTRATION**  
GENERAL SERVICES DIVISION  
State Capitol  
Charleston, West Virginia 25305

Allan L. McVey  
Cabinet Secretary

Gregory L. Melton  
Director

March 10, 2022

Artesian Laboratories Inc.  
500 Lee Street Ste. 1130  
Charleston, WV 25301

REF: CMA GSD2100000007, Water Treatment and Legionella Testing Services

Attn: Veronica Watson

The West Virginia Department of Administration, General Services Division wishes to renew the contract for one (1) year, under the same pricing, specifications, terms, and conditions. The renewal term of the contract will be March 25, 2022, through March 24, 2023. If you agree to renew this contract, please sign below, and return to Jamie Jones, via email at [James.R.Jones@wv.gov](mailto:James.R.Jones@wv.gov), or fax at 304-558-1475 at your earliest convenience.

If you have any questions, please feel free to contact me.

Thank you,

James (Jamie) R. Jones  
Procurement Administrator, General Services Division

Name/Signature

3/10/22

Date

**Business Manager**

Title