



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: 08-17-2022

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 0313 0313 DEP2300000002 1	Procurement Folder:	1067892
Document Name:	OSR Polymer - Open End	Reason for Modification:	
Document Description:	OSR Polymer - Open End		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2022-08-17
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2023-08-16

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: VS0000013561 PHOENIX SOLUTIONS LLC 1910 Dents Run Rd Morgantown WV 26501-2303 US Vendor Contact Phone: 304-212-4700 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: Jessica S Chambers Requestor Phone: 304-926-0499 Requestor Email: jessica.s.chambers@wv.gov 23 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV 26416 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Total Order Amount:

Open End

Purchasing Division's File Copy

ENTERED

PURCHASING DIVISION AUTHORIZATION

DATE: *8/19/2022*
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE: *8/22/2022*
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE: *8/23/2022*
ELECTRONIC SIGNATURE ON FILE

Extended Description:

The vendor, Phoenix Solutions, agrees to enter into this contract with the agency, The West Virginia Department of Environmental Protection, Office of Special Reclamation (OSR) to supply Liquid Cationic & Anionic Emulsion Polymer and Anionic Dry Polymer to be delivered to various Water Treatment Facilities across the state per the specifications, terms and conditions, Addendum #1 issued 8/09/2022, and the vendor's submitted bid response dated 08/09/2022 all incorporated herein by reference and made apart hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	47131910			LB	2.290000
	Service From	Service To			

Commodity Line Description: Cationic Emulsion Polymer - Clay County

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	47131910			LB	2.290000
	Service From	Service To			

Commodity Line Description: Cationic Emulsion Polymer - Grant County

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	47131910			LB	2.290000
	Service From	Service To			

Commodity Line Description: Cationic Emulsion Polymer - Marion County

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	47131910			LB	2.290000
	Service From	Service To			

Commodity Line Description: Cationic Emulsion Polymer - Mineral County

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	47131910			LB	2.290000
	Service From	Service To			

Commodity Line Description: Cationic Emulsion Polymer - Monongalia County

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	47131910			LB	2.290000
	Service From	Service To			

Commodity Line Description: Cationic Emulsion Polymer - Preston County

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	47131910			LB	2.290000
	Service From	Service To			

Commodity Line Description: Cationic Emulsion Polymer - Upshur County

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	47131910			LB	1.760000
	Service From	Service To			

Commodity Line Description: Anionic Emulsion Polymer - Marion County

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
9	47131910			LB	2.880000
	Service From	Service To			

Commodity Line Description: Anionic Dry Polymer - Marion County

Extended Description:

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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: The Initial Contract Term will be for a period of One (1) Year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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:

☐ the contract will continue for _____ years;

☐ the 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).

☐ **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.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document 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 in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **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 that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1 Million per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1 Million 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.

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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: 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:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

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: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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 regarding 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. NO DEBT CERTIFICATION: 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. 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.

39. 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.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. 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
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

Revised 07/01/2022

products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.

44. 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.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of 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.

(Name, Title) Jay A Clingenpeel, Owner / Vice President

(Printed Name and Title) Jay A Clingenpeel, Owner / Vice President

(Address) 1910 Dents Run Rd, Morgantown, WV 26501

(Phone Number) / (Fax Number) (304) 212-4700 / NA

(email address) jclingenpeel@phxsns.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Phoenix Solutions, LLC

(Company)

Jay Clingenpeel, Owner / Vice President

(Authorized Signature) (Representative Name, Title)

Jay A Clingenpeel, Owner / Vice President, August 8, 2022

(Printed Name and Title of Authorized Representative) (Date)

(304) 212-4700 / NA

(Phone Number) / Fax Number

jclingenpeel@phxsns.com

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DEP23*03

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Phoenix Solutions, LLC
Company
[Signature]
Authorized Signature
August 9, 2022
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

Cationic/Anionic Emulsion and Dry Polymer

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Environmental Protection, Office of Special Reclamation (OSR) to establish an open-end contract to supply Liquid Cationic & Anionic Emulsion Polymer and Anionic Dry Polymer to be delivered to various Water Treatment Facilities across the state.

Location of the current facilities where the polymer will be delivered, may be in remote areas of the State but include the following: Omega Mining near Morgantown in Monongalia County, T&T Fuels near Albright in Preston County, Larosa Fuels near Fairmont in Marion County, Decondor Coal near Kingwood in Preston County, and Greendale Coal near Lizemores in Clay County, Daugherty Coal near Masontown in Preston County, Buffalo Coal A34 & Buffalo Coal C1 near Davis in Grant County, Martinka Water Treatment Complex near Colfax in Marion County, Edward E. Thompson near Morgantown in Monongalia County, and DLM Coal near Adrian in Upshur County. Additional Water Treatment Facilities may be added as they are established.

This was previously bid as CRFQ DEP1800000025. Bids can be viewed at: <http://www.state.wv.us/admin/purchase/Bids/FY2019/BO20180717.html>.

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 **“AMD”** means acid mine drainage which refers to the acidic water that is created when sulphide minerals are exposed to air and water and, through a natural chemical reaction, produce sulphuric acid.
 - 2.2 **“Cationic/Anionic Emulsion Polymer” and “Dry Polymer”** means a positive or negative charged water-soluble polymer.
 - 2.3 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.4 **“DEP”** means Department of Environmental Protection.
 - 2.5 **“Geotextile Dewatering Container”** means a large tube [greater than 7.5 feet in circumference] fabricated from high strength engineered textiles in lengths greater than 20 feet. Geotextile containers are used for containment and dewatering of high moisture content sludge and other fine grain material.
 - 2.6 **“gpm”** means gallons per minute.

Cationic/Anionic Emulsion and Dry Polymer

- 2.7 **“Jar Test”** means a pilot-scale test of the treatment chemicals used in a particular water plant. It simulates the coagulation/flocculation process in a water treatment plant and helps operators determine if they are using the right amount of treatment chemicals, and thus, improves the plant’s performance.
- 2.8 **“mg/L”** means milligrams per liter.
- 2.9 **“OSR”** means Office of Special Reclamation.
- 2.10 **“Polymer”** means a chain or network of single units (monomers) strung together. In wastewater treatment applications, it is used to separate suspended solids from water.
- 2.11 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS and used to evaluate the Solicitation responses.
- 2.12 **“SDS”** means Safety Data Sheet. It contains information on the potential health effects of exposure to chemicals, or other potentially dangerous substances, and on safe working procedures when handling chemical products.
- 2.13 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

3 GENERAL REQUIREMENTS:

- 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide the Agency with the Contract Items listed below on an open-end and continuing basis. This contract will be awarded based upon the need to conduct jar testing prior to award to determine which polymer meets the requirements listed below and lowest overall cost. Contract Items must meet or exceed the mandatory requirements as shown below.
 - 3.1.1 Cationic, Anionic Emulsion Polymer and Dry Polymer for sludge dewatering and settling delivered various Water Treatment Facilities.
 - 3.1.1.1 Vendor shall have a minimum ten (10) years of experience using polymers in geotextile dewatering applications in order to have the knowledge of the appropriate blend of polymers to treat the AMD water at the facilities. Proof of experience should be submitted with bid but must be submitted prior to award.
 - 3.1.1.2 Vendor must be able to store or warehouse a minimum of 11,000 pounds of polymer in the State of West Virginia at all times.

Cationic/Anionic Emulsion and Dry Polymer

- 3.1.1.3** Vendor shall be the manufacturer of the specific product being offered or the manufacturer's sole authorized representative for this Bid. Manufacture is defined as conducting the actual polymerization of monomers into the specific polymer being offered.
- 3.1.1.4** Emulsion Polymers shall have a minimum shelf life of six (6) months when stored between 40 degrees and 95 degrees Fahrenheit.
- 3.1.1.5** Emulsion Polymers must come packaged in 55-gallon drums, 275-gallon totes and bulk for storage and dispensing at the treatment facility.
- 3.1.1.6** Dry Polymers must come packaged in 50-pound bags or 5-gallon pails for storage and dispensing at the treatment facility.
- 3.1.1.7** Polymer feed rates must not exceed the acute toxicity to fish per the product's SDS. Vendor must supply SDS with each delivery.
- 3.1.1.8** A Prebid meeting will be held at the Omega Mine facility (refer to Item 3 of "Instructions to Vendors Submitting Bids"). At the Prebid meeting the vendors will collect water samples to conduct their jar testing with their polymer mix.
 - 3.1.1.8.1** Jar testing results shall be submitted with the vendors bid. See Instructions to Vendors Items 3.1.1.8 through 3.1.1.10, for details.
- 3.1.1.9** Prior to submission of bids, vendors shall perform jar testing from the water at the Omega Mining site, at their own non-reimbursable expense, to determine the number of milligrams per liter of polymer needed for settling and dewatering AMD and the price per pound.
- 3.1.1.10** The dewatering and settling applications results will be based on the filtrate shall be less than 3.0 mg/L Total Iron and 0.43 mg/L Total Aluminum. The dewatering polymer shall treat sludge pumped to the geotextile dewatering containers at a maximum rate of 170 gpm.
- 3.1.1.11** Within 5 days of bid opening, the vendors shall provide, at no cost to the WVDEP, a minimum of one (1) gallon of the polymer along with the dosage information needed to corroborate the vendor's jar test results that were submitted with the bid.
 - 3.1.1.11.1** The one (1) gallon of polymer must be shipped or delivered to the WVDEP Philippi Office located at

Cationic/Anionic Emulsion and Dry Polymer

47 School Street Suite 301, Philippi WV 26416 within 5 days of the bid opening. Failure to submit sample product for the full-scale evaluation in accordance with this section will disqualify the BIDDER from further consideration.

Prior to award, a WVDEP Representative will test the polymers submitted by the vendors at the Omega Facility to verify the vendor's test results submitted.

Procedure for evaluating the polymer will be as follows.

The jar test will be performed by WVDEP staff using water at the Omega Facility. The tests will be replicated based upon the vendors test results using the dosage of polymer required to reach the results stated in 3.1.1.9. Staff will add the vendor recommended amount of polymer to the facility's water and record the results.

3.1.1.12 Dewatering performance and polymer doses shall perform equal to and/or better than the initial full-scale evaluation or baseline performance.

3.1.1.12.1 Upon notification of unacceptable dewatering performance and/or polymer dosage levels from WVDEP/OSR, Vendor shall make every effort to improve performance within 48 hours. Recurring problems relating to deficient dewatering performance or excessive polymer dose, as determined by the WVDEP/OSR, are grounds for the cancellation of the supply agreement, at the sole discretion of the WVDEP/OSR.

3.1.1.12.2 If the Vendor fails to return the dewatering operation to a dose and performance level comparable to that of the baseline performance within ten (10) calendar days from the first date of notification, the WVDEP/OSR

Cationic/Anionic Emulsion and Dry Polymer

may, at its sole discretion, cancel the agreement and/or secure alternative product(s) from another source(s).

3.1.1.13 Product substitution shall be formally pre-approved by the WVDEP/OSR and supplied at the unit price in effect at the time of contract issuance.

3.1.1.13.1 Any product substitution, suggested by the incumbent supplier, shall perform equal to and/or better than the initial full-scale evaluation or baseline performance.

3.1.1.13.2 Any approved product substitutions shall be provided at the contract price.

4 CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide the Agency with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that meets the specifications set forth in this RFQ. Award will be given to the lowest responsible bidder based off the total daily cost for treating 1 million gallons of AMD a day. The two variables that determine the total daily cost are parts per million required to treat the AMD and the price per pound of polymer. Total Bid Amount by the Use Cost Analysis Calculator (Exhibit A). Exhibit A is only for vendor reference and not for vendor use.

4.2 Pricing Pages: Vendor should complete the Pricing Pages by bidding on all items. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

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

Vendor shall electronically enter the information through wvOASIS, if available, or as an electronic document. The Vendor can download an electronic copy of the Pricing Pages for bidding purposes only from the wvOASIS Vendor Self-Serve (VSS) portal under this solicitation as advertised.

Cationic/Anionic Emulsion and Dry Polymer

5 ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication or via telephone. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Invoicing:** Invoices shall be emailed to DEPSpecialRec@wv.gov within thirty (30) days of delivery. The Vendor shall attach delivery tickets with the invoice.
- 5.3 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6 DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within ten (10) calendar days after orders are received. Vendor shall deliver emergency orders within five (5) calendar days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Delivery Locations:** : Delivery shall be made on site to: Omega Mining near Morgantown in Monongalia County, T&T Fuels near Albright in Preston County, Larosa Fuels near Fairmont in Marion County, Decondor Coal near Kingwood in Preston County, and Greendale Coal near Lizemores in Clay County, Daugherty Coal near Masontown in Preston County, Buffalo Coal A34 & Buffalo Coal C1 near Davis in Grant County, Martinka Water Treatment Complex near Colfax in Marion County, Edward E. Thompson near Morgantown in Monongalia County, and DLM Coal near Adrian in Upshur County. Additional Water Treatment Facilities may be added as they are established.
- 6.3** Vendor must have a lift gate for offloading at delivery. All deliveries will be made Monday – Friday between the hours of 8am – 4pm. Vendor must provide the WVDEP/OSR staff 24-hour advanced notice prior to delivery.
- 6.4 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Cationic/Anionic Emulsion and Dry Polymer

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.5 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.6 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.7 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7 VENDOR DEFAULT:

- 7.1** The following shall be considered a vendor default under this Contract.
 - 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
 - 7.1.2** Failure to comply with other specifications and requirements contained herein.
 - 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 7.1.4** Failure to remedy deficient performance upon request.

Cationic/Anionic Emulsion and Dry Polymer

7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

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

7.2.3 Any other remedies available in law or equity.

8 MISCELLANEOUS:

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

8.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

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

8.4 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.

Contract Manager: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 59130
Charleston, WV 25305-0130

State of West Virginia
Centralized Request for Quote
Service - Prof

Proc Folder: 1067892

Doc Description: OSR Polymer - Open End

Reason for Modification:

Addendum #1 issued to publish agency responses to all vendor submitted questions and publish pre-bid sign in sheet.

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2022-08-09	2022-08-10 13:30	CRFQ 0313 DEP2300000003	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: *V50000013561*

Vendor Name: *Phoenix Solutions, LLC*

Address: *1910 Dents Run Rd, Morgantown, WV 26561*

Street: *1910 Dents Run Rd*

City: *Morgantown*

State: *WV*

Country: *US*

Zip: *26501*

Principal Contact: *Jay Clingenpeel*

Vendor Contact Phone: *(304) 212-4700*

Extension: *—*

FOR INFORMATION CONTACT THE BUYER

Joseph E Hager III
(304) 558-2306
joseph.e.hageriii@wv.gov

Vendor
Signature *[Signature]*

FEIN#

82-0777715

DATE

August 9, 2022

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Environmental Protection, Office of Special Reclamation (OSR) to establish an open-end contract to supply Liquid Cationic & Anionic Emulsion Polymer and Anionic Dry Polymer to be delivered to various Water Treatment Facilities across the state per the attached specifications and terms and conditions.

INVOICE TO**SHIP TO**

ENVIRONMENTAL
PROTECTION
OFFICE OF SPECIAL
RECLAMATION
47 SCHOOL ST, STE 301
PHILIPPI
US

WV

STATE OF WEST VIRGINIA

VARIOUS LOCATIONS AS
INDICATED BY ORDER

No City
US

WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Cationic Emulsion Polymer - Clay County		LB	2.29	

Comm Code	Manufacturer	Specification	Model #
47131910	Phoenix Solutions, LLC	Cationic Emulsion Liquid Polymer	PE-6070

Extended Description:

Cationic Emulsion Polymer - Clay County Quantities are estimated and for bid purposes only.

INVOICE TO**SHIP TO**

ENVIRONMENTAL
PROTECTION
OFFICE OF SPECIAL
RECLAMATION
47 SCHOOL ST, STE 301
PHILIPPI
US

WV

STATE OF WEST VIRGINIA

VARIOUS LOCATIONS AS
INDICATED BY ORDER

No City
US

WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Cationic Emulsion Polymer - Grant County		LB	2.29	

Comm Code	Manufacturer	Specification	Model #
47131910	Phoenix Solutions, LLC	Cationic Emulsion Liquid Polymer	PE-6070

Extended Description:

Cationic Emulsion Polymer - Grant County Quantities are estimated and for bid purposes only.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US	
Line	Comm Ln Desc	Qty	Unit Issue
3	Cationic Emulsior Polymer - Marion County		LB
			2.29

Comm Code	Manufacturer	Specification	Model #
47131910	Phoenix Solutions, LLC	Cationic Emulsion Liquid Polymer	PE-6070

Extended Description:

Cationic Emulsion Polymer - Marion County Quantities are estimated and for bid purposes only.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US	
Line	Comm Ln Desc	Qty	Unit Issue
4	Cationic Emulsion Polymer - Mineral County		LB
			2.29

Comm Code	Manufacturer	Specification	Model #
47131910	Phoenix Solutions LLC,	Cationic Emulsion Liquid Polymer	PE-6070

Extended Description:

Cationic Emulsion Polymer - Mineral County Quantities are estimated and for bid purposes only.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US	
Line	Comm Ln Desc	Qty	Unit Issue Unit Price Total Price
5	Cationic Emulsior Polymer - Monongalia County		LB 2.29

Comm Code	Manufacturer	Specification	Model #
47131910	Phoenix Solutions LLC	Cationic Emulsion Liquid Polymer	PE-6070

Extended Description:

Cationic Emulsion Polymer - Monongalia County Quantities are estimated and for bid purposes only.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US	
Line	Comm Ln Desc	Qty	Unit Issue Unit Price Total Price
6	Cationic Emulsion Polymer - Preston County		LB 2.29

Comm Code	Manufacturer	Specification	Model #
47131910	Phoenix Solutions LLC	Cationic Emulsion Liquid Polymer	PE-6070

Extended Description:

Cationic Emulsion Polymer - Preston County Quantities are estimated and for bid purposes only.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price
7	Cationic Emulsion Polymer - Upshur County		LB	2.29

Comm Code	Manufacturer	Specification	Model #
47131910	Phoenix Solutions LLC	Cationic Emulsion Liquid Polymer	PE-6070

Extended Description:

Cationic Emulsion Polymer - Lpshur County Quantities are estimated and for bid purposes only.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Anionic Emulsion Polymer - Marion County		LB	1.76	

Comm Code	Manufacturer	Specification	Model #
47131910	Phoenix Solutions LLC	Anionic Emulsion Liquid Polymer	PE-6070M

Extended Description:

Anionic Emulsion Polymer - Marion County. Quantities are estimated and for bid purposes only.

INVOICE TO			SHIP TO		
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV US			STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Anionic Dry Polymer - Marion County		LB	2.88	

Comm Code	Manufacturer	Specification	Model #
47131910	<i>Phenix Solutions LLC</i>	<i>Anionic Dry Polymer</i>	<i>Minefloc PO-7040</i>

Extended Description:

Anionic Dry Polymer - Marion County. Quantities are estimated and for bid purposes only.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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