

# Aqua Science

June 11, 2012

Ms. Krista S. Ferrell, Buyer Supervisor – File 21  
**DEPARTMENT OF ADMINISTRATION – PURCHASING DIVISION**  
Building 15, 2019 Washington Street  
East Charleston, WV 25305-0130.

Subject: Bid for Water Treatment Services RFQ #GSD126772

Dear Ms. Ferrell:

We thank you for the opportunity to bid on this RFQ.

Our bid comply with all of the technical requirements of RFQ. We are registered with the state of WV. Our vendor registration number is #312133715.

**Please take note that this bid replaces the bids we submitted on 5/22/2012 and 5/31/2012.**

Attached the following documents for your attention:

- ◆ RFQ main page duly filled-in
- ◆ Acknowledgement for Addendum #1, #2 and #3
- ◆ Attachment A – Revised Bid Form duly filled
- ◆ Vendor Preference Certificate
- ◆ Purchasing Affidavit duly notarized

We will provide you the following additional documents prior to contract award:

- ◆ Detailed list of equipment to be used and method of delivery
- ◆ Copies of MSDS of all chemicals/products to be used
- ◆ Commercial general liability insurance for minimum coverage of \$250,000
- ◆ Worker's compensation certificate

Hope our bid meets your requirement. Should you have any questions, please feel free to contact us.

Sincerely,



Daniel L. Smucker  
President

Encl: As above

RECEIVED

2012 JUN 12 AM 10: 23

WV PURCHASING  
DIVISION



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

# Request for Quotation

RFQ NUMBER

GSD126772

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

KRISTA FERRELL  
304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE  
AQUA SCIENCE, INC.

1601 Woodland Avenue

Columbus OH 43219-1135.

Tel: 614-252-5000, Fax: 614-257-0008

DEPARTMENT OF ADMINISTRATION  
VARIOUS LOCALES AS INDICATED  
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
05/04/2012		ASI	DESTINATION			
BID OPENING DATE: 05/22/2012		BID OPENING TIME: 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		962-23	\$4,469.33 per month	\$53,632.00 per year
				MONTHLY WATER TREATMENT SERVICES	Please refer to Attachment A - Amended Bid form for system wise price break-up.	
				REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT		
				THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF GENERAL SERVICES, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE WATER TREATMENT SERVICES FOR DEPARTMENT OF ADMINISTRATION OWNED AND OPERATED BUILDINGS PER THE ATTACHED SPECIFICATIONS.		
				TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558 4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV.		
				DEADLINE FOR ALL TECHNICAL QUESTIONS IS 05/14/2012 AT THE CLOSE OF BUSINESS.		
				ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL WRITTEN ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.		
				EXHIBIT 1		
				LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS		
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE		TELEPHONE		DATE		
[Signature]		614-252-5000		06.11.2012		
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		
PRESIDENT		31-1098949				

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

## GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
  2. The State may accept or reject in part, or in whole, any bid.
  3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
  4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
  5. Payment may only be made after the delivery and acceptance of goods or services.
  6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
  7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
  8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
  9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
  10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
  11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
  12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
  13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
  14. **CONFIDENTIALITY:** The vendor agrees that he or she 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/noticeConfidentiality.pdf>.
  15. **LICENSING:** Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
  16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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

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304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

AQUA SCIENCE, INC.

1601 Woodland Avenue

Columbus OH 43219-1135.

Tel: 614-252-5000, Fax: 614-257-0008

DEPARTMENT OF ADMINISTRATION  
VARIOUS LOCALES AS INDICATED  
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/04/2012		ASI	DESTINATION	

BID OPENING DATE: 05/22/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) SUCCESSIVE ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	614-252-5000	6.11.2012
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
PRESIDENT	31-1098949	

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



State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
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BID OPENING DATE:

05/22/2012

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.						
WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.						
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.						
REV. 9/98						
EXHIBIT 4						
LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.						
REV. 3/88						
PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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Department of Administration  
Purchasing Division  
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BID OPENING DATE:

05/22/2012

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.						
ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER: KRISTA FERRELL-FILE 21						
RFQ. NO.: GSD126746						
BID OPENING DATE: 05/22/2012						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	614-252-5000	06.11.2012
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
PRESIDENT	31-1098949	

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



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

# Request for Quotation

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BY ORDER

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05/04/2012		ASI	DESTINATION	

BID OPENING DATE:

05/22/2012

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING TIME: 1:30 PM						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
614-257-0008						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
DANIEL L. SMUCKER, PRESIDENT						
TEL: 614-252-5000						
***** THIS IS THE END OF RFQ GSD126772 ***** TOTAL: \$53,632.00 per year						
Please refer to Attachment A - Amended Bid form for system wise price break-up.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

TELEPHONE

614-252-5000

DATE

06.11.2012

TITLE  
PRESIDENT

FEIN

31-1098949

ADDRESS CHANGES TO BE NOTED ABOVE

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

REQUEST FOR QUOTATIONS #GSD126772  
WATER TREATMENT SERVICES  
DEPARTMENT OF ADMINISTRATION-OWNED FACILITIES  
GENERAL SERVICES DIVISION  
1900 Kanawha Boulevard, East, Charleston, WV

Location: West Virginia Department of Administration  
Buildings Listed Herein

For: State of West Virginia  
General Services Division  
1900 Kanawha Boulevard, East  
Charleston, West Virginia 25305

This Request for Quotation also includes the following documents:

1. Attachment A: GSD126772 Bid Form
2. Attachment B: GSD126772 Location Schedule

Bidders can arrange site visits prior to the bid opening date by contacting Dave Parsons, Operations & Maintenance Manager, GSD, at (304)558-0689 or email [David.K.Parsons@wv.gov](mailto:David.K.Parsons@wv.gov).

**SECTION 1: DEFINITIONS**

- A. "The Agency" shall refer to The Department of Administration, General Services Division, State Capitol Complex, Building 1, Room MB-60, Charleston, West Virginia 25305.
- B. "Contractor" shall refer to the successful bidder or vendor.
- C. "Contract" shall refer to the binding agreement that is entered into between the State of West Virginia and the Contractor to provide the services as herein specified.
- D. "Agency Representative" shall be defined as the person designated by the Director of the General Services Division as having authority to act on behalf of the General Services Division.
- E. "State Holidays" shall refer to W.Va. Code §2-2-1 as legal holidays (i.e. new Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, West Virginia Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Lincoln's Day, and Christmas Day).
- F. "Testing" means the Contractor shall perform a water quality test upon the completion of an ordered treatment to ensure water quality meets the technical specifications required in Section 3.

## SECTION 2: SCOPE OF WORK

The Contractor 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.

### **2.1 Regular Maintenance Services:**

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.

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.

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

### **2.2 Quarterly Legionella Testing:**

The Vendor will perform monthly testing on all specifications (section G) with the exception of Legionella which will be performed quarterly in accordance with AIHA and ASTM guidelines. Legionella will be tested at all closed loops, towers and all other sites in which towers are present. Test results will be provided to GSD at no additional cost. All testing cost associated with this contract should be incorporated into the bid form.

### **2.3 Equipment and Chemicals:**

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.

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.

The Contractor shall furnish the following information prior to award of the contract:

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

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.

#### 2.4 Costs

##### Treatment and Testing Services:

The Contractor shall provide an all inclusive flat monthly rate for all services to be included under this Contract. This monthly rate shall include all Treatment and Testing Services. The Contractor shall be responsible for all treatment chemicals associated with the performance and specifications, located in of this Contract. The Contractor shall be responsible for all mileage and travel costs, including travel time, associated with the performance of this Contract.

All travel costs must be incorporated into the monthly cost bid.

#### 2.5 Facility Access:

The Agency will permit access to the facilities and will allow the Contractor to utilize shop facilities. Access keys will be provided to the Contractor and inventoried by the Agency. The Contractor must sign for all access keys and return them upon expiration of this Contract.

Work will be performed during normal business hours, 8:00am to 5:00 pm. Monday through Friday excluding State recognized holidays.

#### 2.6 Facilities

The Agency maintains buildings throughout the State, with the majority located in the Charleston metro area. A listing of facilities for which service may be requested is located in Attachment B. The Agency reserves the right to not request service in any of the buildings covered by this Contract. Statewide buildings may be added to this list during the life of the Contract only by mutual agreement of both the Agency and the Contractor, through formal change order. The Contractor shall service added buildings under the same terms and conditions contained herein.

### SECTION 3: WATER QUALITY TECHNICAL SPECIFICATIONS

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

## WATER TREATMENT SERVICES RFQ

- A. pH: Maintain a value within 9.0 to 10.5
- B. "p" Alkalinity: Maintain a value within 100 to 500 ppm.
- C. Boron: Maintain a value within 100 to 200 ppm.
- D. Chemical Oxygen Demand: Maintain a maximum value of 100 ppm.
- E. Soluble Copper: Maintain a maximum value of 0.20 ppm.
- F. TDS: Maintain at 3000 ppm with a maximum of 5000 ppm.
- G. Ammonia: maintain a maximum value of 20 ppm.
- H. Free caustic alkalinity: Maintain a maximum value of 20 ppm.
- I. Microbiological Limits:
  - 1) Total Aerobic Plate Count: Maintain a maximum value of 1000 organisms/ml.
  - 2) Total Anaerobic Plate Count: Maintain a maximum value of 100 organisms per ml.
  - 3) Nitrate Reducers: Maintain a maximum value of 100 organisms per ml.
  - 4) Sulfate Reducers: Maintain a maximum value of 0 organisms per ml.
  - 5) Iron Bacteria: Maintain a maximum value of 0 organisms per ml.

3.2 Steam boiler systems and steam condensate systems shall have the following water qualities:

- A. Steam Condensate:
  - 1) pH: Maintain a value within 7.8 to 8.4
  - 2) Total Alkalinity: Maintain a value within 5 to 50 ppm.
  - 3) Chemical Oxygen Demand: Maintain a maximum value of 15ppm.
  - 4) Soluble Copper: Maintain a maximum value of 0.20 ppm.
  - 5) TDS: Maintain a maximum value of 100 ppm.
  - 6) Ammonia: Maintain a maximum value of 20 ppm.
  - 7) Total Hardness: Maintain a maximum value of 2 ppm.
- B. Steam boilers operating at 15 psig and less shall have the following water qualities:
  - 1) "OH" Alkalinity: maintain a value within 200 to 400 ppm.
  - 2) TDS: Maintain a value within 600 to 3000 ppm.
- C. Steam boilers operating at more than 15 psig shall have the following water qualities:
  - 1) "OH" Alkalinity: 200 to 400 ppm.
  - 2) TDS: Maintain a value within 600 to 1200 ppm to a maximum 30 times return water TDS.

3.3 Passivation for galvanized steel for the first 60 days of operation.

- A. pH: Maintain a value within 7 to 8.
- B. Calcium Carbonate Hardness: Maintain a value within 100 to 300 ppm.
- C. Calcium Carbonate Alkalinity: Maintain a value within 100 to 300 ppm.

**SECTION 4: RELEASE ORDERS AND INVOICING**

**4.1 Release Orders**

Prior to beginning any work the Agency will issue a written release order to the Contractor. This release order shall have a unique number and reference the master contract number for the master contract. Issuance of the release order to the Contractor shall be considered authorization to perform said service. No work other than that specified on the individual release order shall be undertaken by the Contractor.

The Contractor shall provide the Agency with valid email addresses and fax numbers to which release orders may be communicated.

**4.2 Invoices**

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

1. Copies of all service orders or inspection reports signed and dated by the Agency Representative (prior to their submittal with invoices for payment).
2. FEIN number, complete address of vendor, Agency release order number, and master contract number.

Invoices shall be mailed to the following address:

Department of Administration  
General Services Division  
State Capitol Complex  
Building 1, Room MB-68  
1900 Kanawha Blvd. E.  
Charleston, West Virginia 25305

Should the Contractor be requested by the Agency or volunteer to submit invoices electronically, invoices must meet the digital requirements of the WV State Auditor's Office.

**SECTION 5: ADDITIONAL TERMS AND CONDITIONS**

5.1: The relationship of the Contractor to the State of West Virginia shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this Contract. The Contractor, as an independent contractor, is solely liable for the acts and omissions of its employees and agents. The Contractor will be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Contract. Neither the Contractor nor any employees or

sub-contractors of the Contractor shall be deemed to be employees of the State for any purposes whatsoever. The wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred obligations, and licensing fees, etc., and the filing of all necessary documents, forms and returns pertinent to all of the foregoing are the Contractor's responsibility. The Contractor shall hold harmless the State of West Virginia and the Agency and shall provide the State of West Virginia and the 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. The Contractor shall not assign, convey, transfer, sub-contract, or delegate any of its responsibilities and obligations under this Contract to any person, corporation, partnership, association, or entity without express written consent of the Agency.

5.2: Indemnification: The Contractor 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 Contractor, 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 Contractor, its officers, employees or sub-contractors to observe state and federal laws, including but not limited to labor and wage laws.

5.3: The Contractor further agrees to comply with the Civil Rights Act of 1964 and all other applicable federal, state, and local government regulations.

5.4: All work, materials, and equipment shall comply with the rules and safety regulations of all codes and ordinances of local, state and federal authorities. At a minimum, the services and repairs shall comply with the current editions in effect 30 days prior to receipt of bids of the following codes:

5.5: The Contractor shall procure all necessary permits and licenses to comply with all applicable laws, federal, state, or municipal, along with all regulations, and ordinances of any regulating body.

5.6: The Contractor shall pay any applicable sales, use, or personal property taxes arising out of this Contract and the transactions contemplated thereby. Any other taxes levied upon this Contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the Contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this Contract.

#### SECTION 6: AWARD CRITERIA

The State of West Virginia shall award this Contract according to the following award criteria. Failure to bid any of the factors in the formulation of the total bid will result in the

disqualification of the entire quote (however, bids of "\$0.00" will be acceptable as indication that the vendor intends to not charge for the listed services).

The following formula shall be used to award the Contract:

$$A + B = C \text{ (Your Bid, Annual Cost of Services)}$$

The following is a sample bid tabulation for reference only:

Standard Testing and Treatment

LOCATION	Monthly Cost	Qty	Yearly Cost
<u>Capitol Complex Campus</u>			
Bldg. 1 Main Capitol Bldg	\$100.00	12	\$1,200.00
Bldg. 2 DMV Bldg	\$50.00	12	\$600.00
Bldg. 4 112 California Avenue	\$200.00	12	\$2,400.00
Bldg. 5 Highways	\$2,000.00	12	\$24,000.00
Bldg. 6 Education	\$100.00	12	\$1,200.00
Bldg. 8 Governor's Mansion	\$50.00	12	\$600.00
Bldg. 11 Chilled Water Plant	\$300.00	12	\$3,600.00
Bldg. 17 Finance(2101 Wash St.)	\$250.00	12	\$3,000.00
<u>Off Campus</u>			
Bldg. 22 Tax & Revenue	\$200.00	12	\$2,400.00
Bldg. 23 Beckley (407 Nevill St)	\$300.00	12	\$3,600.00
Bldg. 25 Parkersburg (5th & Avery)	\$250.00	12	\$3,000.00
Bldg. 36 One Davis Square	\$300.00	12	\$3,600.00
Bldg. 37 DEP (Kanawha City)	\$1,500.00	12	\$18,000.00
Bldg. 86 Greenbrooke (Smith St)	\$500.00	12	\$6,000.00
TOTAL ANNUAL STANDARD			<u>\$73,200.00</u> (A)

Legionella Testing

LOCATION	# of Tests	Price per Test Per Facility	Quarterly Cost	Qty.	Yearly Cost
<u>Capitol Complex Campus</u>					
Bldg. 4 (112 California Avenue)	1	\$120.00	\$120.00	4	\$480.00
Bldg. 5 Highways	1	\$120.00	\$120.00	4	\$480.00
Bldg. 6 Education	1	\$120.00	\$120.00	4	\$480.00
Bldg. 11 Chilled Water Plant	6	\$120.00	\$720.00	4	\$2,880.00
Bldg. 17 Finance(2101 Wash St.)	2	\$120.00	\$240.00	4	\$960.00
<u>Off Campus</u>					
Bldg. 22 Tax & Revenue	2	\$120.00	\$240.00	4	\$960.00
Bldg. 23 Beckley (407 Nevill St)	1	\$120.00	\$120.00	4	\$480.00
Bldg. 25 Parkersburg (5th & Avery)	2	\$120.00	\$240.00	4	\$960.00
Bldg. 36 One Davis Square	3	\$120.00	\$360.00	4	\$1,440.00
Bldg. 37 DEP (Kanawha City)	3	\$120.00	\$360.00	4	\$1,440.00
Bldg. 86 Greenbrooke (Smith St)	1	\$120.00	\$120.00	4	\$480.00
TOTAL ANNUAL LEGIONELLA					<u>\$11,040.00</u> (B)
TOTAL BID (A + B) = C					<u>\$84,240.00</u> (C)

# GSD126772-Attachment A-Bid Form

14

## Standard Testing and Treatment

\*\*\*PRICES ARE PROVIDED IN REVISED BID FORM\*\*\*

LOCATION	Monthly Cost	Qty	Yearly Cost
<u>Capitol Complex Campus</u>			
Bldg. 1 Main Capitol Bldg	\$ _____	12	\$ _____
Bldg. 2 DMV Bldg	\$ _____	12	\$ _____
Bldg. 4 112 California Avenue	\$ _____	12	\$ _____
Bldg. 5 Highways	\$ _____	12	\$ _____
Bldg. 6 Education	\$ _____	12	\$ _____
Bldg. 8 Governor's Mansion	\$ _____	12	\$ _____
Bldg. 11 Chilled Water Plant	\$ _____	12	\$ _____
Bldg. 17 Finance(2101 Wash St.)	\$ _____	12	\$ _____

## Off Campus

Bldg. 22 Tax & Revenue	\$ _____	12	\$ _____
Bldg. 23 Beckley (407 Nevill St)	\$ _____	12	\$ _____
Bldg. 25 Parkersburg (5th & Avery)	\$ _____	12	\$ _____
Bldg. 36 One Davis Square	\$ _____	12	\$ _____
Bldg. 37 DEP (Kanawha City)	\$ _____	12	\$ _____
Bldg. 86 Greenbrooke (Smith St)	\$ _____	12	\$ _____

TOTAL ANNUAL STANDARD \$ \_\_\_\_\_ (A)

## Legionella Testing

LOCATION	# of Tests	Price per Test Per Facility	Quarterly Cost	Qty.	Yearly Cost
<u>Capitol Complex Campus</u>					
Bldg. 4 (112 California Avenue)	1	\$ _____	\$ _____	4	\$ _____
Bldg. 5 Highways	1	\$ _____	\$ _____	4	\$ _____
Bldg. 6 Education	1	\$ _____	\$ _____	4	\$ _____
Bldg. 11 Chilled Water Plant	6	\$ _____	\$ _____	4	\$ _____
Bldg. 17 Finance(2101 Wash St.)	2	\$ _____	\$ _____	4	\$ _____
<u>Off Campus</u>					
Bldg. 22 Tax & Revenue	2	\$ _____	\$ _____	4	\$ _____
Bldg. 23 Beckley (407 Nevill St)	1	\$ _____	\$ _____	4	\$ _____
Bldg. 25 Parkersburg (5th & Avery)	2	\$ _____	\$ _____	4	\$ _____
Bldg. 36 One Davis Square	3	\$ _____	\$ _____	4	\$ _____
Bldg. 37 DEP (Kanawha City)	3	\$ _____	\$ _____	4	\$ _____
Bldg. 86 Greenbrooke (Smith St)	1	\$ _____	\$ _____	4	\$ _____

TOTAL ANNUAL LEGIONELLA \$ \_\_\_\_\_ (B)

TOTAL BID (A + B) = C \$ \_\_\_\_\_ (C)

\*\*\*PRICES ARE PROVIDED IN REVISED BID FORM\*\*\*



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

## Request for Quotation

RFQ NUMBER

GSD126772

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

KRISTA FERRELL  
304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE  
AQUA SCIENCE, INC.

1601 Woodland Avenue  
Columbus OH 43219-1135.

Tel: 614-252-5000, Fax: 614-257-0008

DEPARTMENT OF ADMINISTRATION  
VARIOUS LOCALES AS INDICATED  
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/21/2012		ASI	DESTINATION	

BID OPENING DATE: 05/31/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO:						
1.) PROVIDE ANSWERS TO ALL TECHNICAL QUESTIONS SUBMITTED IN ACCORDANCE WITH THE PROVISIONS OF THE ORIGINAL REQUEST FOR QUOTATION (GSD126772),						
2.) PROVIDE REVISED BID FORM PER THE ATTACHED,						
3.) EXTEND THE BID OPENING DATE:						
BID OPENING DATE IS EXTENDED TO 05/31/2012						
BID OPENING TIME REMAINS: 1:30 PM						
***** END ADDENDUM NO. 1 *****						
0001	1	RA		962-23	\$4,469.33 per month	\$53,632.00 per year
MONTHLY WATER TREATMENT SERVICES					Please refer to Attachment A - Bid form for system wise price break-up.	

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	614-252-5000	6.11.2012
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
PRESIDENT	31-1098949	

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

## GSD126772 Technical Questions, Answers and Clarifications

Q1. On page #4, RFQ number mentioned under Bid envelop label (GSD126746) is different from that mentioned on top of all RFQ pages. Please confirm the correct RFQ number is #GSD126772.

A1. The bid envelope label should read #GSD126772.

Q2. Indicative schedule for contract award.

A2. Contract award cannot be determined at this time.

Q3. Is supply of Softener salt for Building #5 included in this RFQ? If yes, please provide indicative salt usage per year.

A3. Softener salt for Building 5 shall not be included in this RFQ.

### Clarifications

Bidders must use the amended bid form. Unit pricing is being added to the bid form. Unit pricing is established to add buildings by change order in the future when necessary.

Standard Testing and Treatment

LOCATION	Monthly Cost	Qty	Yearly Cost
<u>Capitol Complex Campus</u>			
Bldg. 1 Main Capitol Bldg	\$ 31.00	12	\$ 372.00
Bldg. 2 DMV Bldg	\$ 31.00	12	\$372.00
Bldg 4 112 California Avenue	\$273.00	12	\$3,276.00
Bldg. 5 Highways	\$ 850.00	12	\$10,200.00
Bldg. 6 Education	\$120.00	12	\$1,440.00
Bldg. 8 Governor's Mansion	\$31.00	12	\$372.00
Bldg. 11 Chilled Water Plant	\$ 380.00	12	\$4,560.00
Bldg. 17 Finance(2101 Wash St.)	\$240.00	12	\$2,880.00
<u>Off Campus</u>			
Bldg. 22 Tax & Revenue	\$135.00	12	\$1,620.00
Bldg. 23 Beckley (407 Nevill St)	\$265.00	12	\$3,180.00
Bldg. 25 Parkersburg (5th & Avery)	\$180.00	12	\$2,160.00
Bldg. 36 One Davis Square	\$140.00	12	\$1,680.00
Bldg. 37 DEP (Kanawha City)	\$640.00	12	\$7,680.00
Bldg. 86 Greenbrooke (Smith St)	\$310.00	12	\$3,720.00
TOTAL ANNUAL STANDARD			\$43,512.00 (A)

Legionella Testing

LOCATION	# of Tests	Price per Test Per Facility	Quarterly Cost	Qty.	Yearly Cost
<u>Capitol Complex Campus</u>					
Bldg. 4 (112 California Avenue)	1	\$110.00	\$110.00	4	\$440.00
Bldg. 5 Highways	1	\$110.00	\$110.00	4	\$440.00
Bldg. 6 Education	1	\$110.00	\$110.00	4	\$440.00
Bldg. 11 Chilled Water Plant	6	\$110.00	\$660.00	4	\$2,640.00
Bldg. 17 Finance(2101 Wash St.)	2	\$110.00	\$220.00	4	\$880.00
<u>Off Campus</u>					
Bldg. 22 Tax & Revenue	2	\$110.00	\$220.00	4	\$880.00
Bldg. 23 Beckley (407 Nevill St)	1	\$110.00	\$110.00	4	\$440.00
Bldg. 25 Parkersburg (5th & Avery)	2	\$110.00	\$220.00	4	\$880.00
Bldg. 36 One Davis Square	3	\$110.00	\$330.00	4	\$1,320.00
Bldg. 37 DEP (Kanawha City)	3	\$110.00	\$330.00	4	\$1,320.00
Bldg. 86 Greenbrooke (Smith St)	1	\$110.00	\$110.00	4	\$440.00
TOTAL ANNUAL LEGIONELLA					\$10,120.00 (B)
TOTAL BID (A + B) = C					\$53,632.00 (C)

Unit Pricing:

Statewide Buildings may be added to this list during the life of the Contract only by mutual agreement of both the Agency and the Contractor, through formal change order. For the purposes of processing any change orders to this contract at a later date, please provide the following Unit Prices:

Item 1 - Cold Water Loop: Unit Price is based on standard testing and treating per month.

Cost of standard testing per month for cold water loop: \$ 60.00  
Note: Considering system volume 1,000 gallons and 0.25% per day leak.

Item 2- Hot Water Loop: Unit Price is based on standard testing and treating per month.

Cost of standard testing per month for cold water loop: \$ 100.00  
Note: Considering system volume 1,000 gallons and 0.25% per day leak

Item 3- Cooling Tower: Unit Price is based on standard testing and treating per month.

Cost of standard testing per month for cooling tower: \$ 210.00  
Note: Considering 100RT tower system using city makeup - Comfort cooling

Item 4- Condensate line supply: Unit Price is based on standard testing and treating per month.

Cost of standard testing per month for condensate line supply: \$ 260.00  
Note: Assumed it is part of boiler system 100 BHP with >85% condensate return, Comfort heating.

Item 5- Condensate line return: Unit Price is based on standard testing and treating per month.

Cost of standard testing per month for condensate line supply: \$ 260.00  
Note: Assumed it is part of boiler system 100 BHP with >85% condensate return, Comfort heating.

Item 6- Legionella testing: Unit Price is based on a single legionella test.

Cost of legionella test: \$ 110.00

It is expressly understood that the Unit Prices are for the purposes of change orders only, and that their value does not need to correlate to, nor will it be factored into, calculation or evaluation of the Total Contract Bid.



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

# Request for Quotation

RFQ NUMBER

GSD126772

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

KRISTA FERRELL  
304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE  
AQUA SCIENCE, INC.

1601 Woodland Avenue

Columbus OH 43219-1135.

Tel: 614-252-5000, Fax: 614-257-0008

DEPARTMENT OF ADMINISTRATION  
VARIOUS LOCALES AS INDICATED  
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/25/2012		ASI	DESTINATION	

BID OPENING DATE: 06/12/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 2 *****						
THIS ADDENDUM IS ISSUED TO:						
1) EXTEND THE TECHNICAL QUESTION DEADLINE TO						
06/01/2012						
2) EXTEND THE BID OPENING DATE AND TIME TO						
06/12/2012						
***** END ADDENDUM NO. 2 *****						
0001	1	BA	962-23		\$4,469.33 per month	\$53,632.00 per year
MONTHLY WATER TREATMENT SERVICES						
***** THIS IS THE END OF RFQ GSD126772 ***** TOTAL: \$53,632.00 per year						
Please refer to Attachment A - Bid form for system wise price break-up						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	614-252-5000	6.11.2012
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
PRESIDENT	31-1098949	

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



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

## Request for Quotation

RFQ NUMBER

GSD126772

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

KRISTA FERRELL  
304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE  
AQUA SCIENCE, INC.

1601 Woodland Avenue

Columbus OH 43219-1135.

Tel: 614-252-5000, Fax: 614-257-0008

DEPARTMENT OF ADMINISTRATION  
VARIOUS LOCALES AS INDICATED  
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/06/2012		ASI	DESTINATION	

BID OPENING DATE: 06/12/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
THIS ADDENDUM IS ISSUED TO ADD TERMS AND CONDITIONS PER THE ATTACHED.						
BID OPENING DATE REMAINS: 06/12/2012						
BID OPENING TIME REMAINS: 1:30 PM						
***** END ADDENDUM NO. 3 *****						
0001	1	EA	962-23	MONTHLY WATER TREATMENT SERVICES	\$4,469.33 per month	\$53,632.00 per year
***** THIS IS THE END OF RFQ GSD126772 ***** TOTAL: \$53,632.00 per year						
Please refer to Attachment A - Bid form for system wise price break-up.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

TELEPHONE

614-252-5000

DATE

06.11.2012

TITLE

PRESIDENT

FEIN

31-1098949

ADDRESS CHANGES TO BE NOTED ABOVE

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

**GSD126772**  
**ADDENDUM NO. 3**

**ADDITIONAL TERMS AND CONDITIONS**

Various Legislative acts passed in the 2012 session require inclusion of certain provisions in all state contracts. Accordingly, this addendum will add the three provisions listed below to the solicitation and resulting contract entered into between the State of West Virginia and the vendor. In the event that the solicitation is not for construction or architectural/engineering work, sections 2 and 3 below will not apply.

1. **BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services may 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.

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.

2. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

a. **Required Information.** The subcontractor list shall contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor
- iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.

iv. Notation that no subcontractors will be used if the bidder will perform the work

**b. Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.

**c. Substitution of Subcontractor.** Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

**3. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

## 15

### Location Schedule

[illegible]

## State of West Virginia

# VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

**1. Application is made for 2.5% resident vendor preference for the reason checked:**

- \_\_\_\_ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
- \_\_\_\_ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
- \_\_\_\_ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

**2. Application is made for 2.5% resident vendor preference for the reason checked:**

- X Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or, Representative assigned to the project is a resident of WV

**3. Application is made for 2.5% resident vendor preference for the reason checked: for more than 2 years.**

- \_\_\_\_ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

**4. Application is made for 5% resident vendor preference for the reason checked:**

- \_\_\_\_ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

**5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

- \_\_\_\_ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

**6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

- X Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

**Representative assigned for the project is also a Veteran.**

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Aqua Science, Inc.

Signed: 

Date: 06.11.2012

Title: President

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

**West Virginia Code §5A-3-10a states:** No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

### DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

### WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: AQUA SCIENCE, INC.

Authorized Signature: \_\_\_\_\_ Date: 06.11.2012

State of OHIO

County of FRANKLIN, to-wit:

Taken, subscribed, and sworn to before me this 11 day of JUNE, 2012.

My Commission expires 8-26, 2016.

AFFIX SEAL HERE

NOTARY PUBLIC

*Vincent Murdock*



Vincent Murdock  
Notary Public, State of Ohio  
My Commission Expires 08-26-2016