

REQUEST FOR QUOTATION
DEP16102 Renewable Energy Caustic Feed System

Bid Schedule

Company Name: LIBERTY HYDRO, INC.
 Address: 1740 Union Carbide Drive, P.O. Box 8156
South Charleston, WV 25303

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

| ITEM NO. | QUANTITY | DESCRIPTION | EACH | TOTAL |
|--------------|----------|--|----------------------|------------------|
| 1.0 | 2 EA | Renewable Energy Caustic Feed System -DLM 138-74 Upshur County, Near Adrian, WV | \$38,895 Per Each | \$ 77,790 |
| 2.0 | 1 EA | Renewable Energy Caustic Feed System -DLM 71-75 Upshur County, Near Adrian, WV | \$38,895 Per Each | \$ 38,895 |
| 3.0 | 2 EA | Renewable Energy Caustic Feed System -DLM 135-78 Upshur County, Near Adrian, WV | \$38,895 Per Each | \$ 77,790 |
| 4.0 | 2 EA | Renewable Energy Caustic Feed System -Royal Scot 31-72 Greenbrier County, Near Rupert, WV | \$38,895 Per Each | \$ 77,790 |
| | | Note: All systems to include installation, start-up, training, verification of proper operation, 1 year tech support, and 1 year warranty. | | |
| TOTAL | | | | \$272,265 |

Signature: 

Date: MARCH 25, 2013

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

LIBERTY HYDRO, INC.

(Company)

Mark J. Kropilak

(Authorized Signature)

MARK J. KROPILAK, CEO

(Representative Name, Title)

304.941.3020 304.720.6794

(Phone Number)

(Fax Number)

MARCH 25, 2013

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DEP16102

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.

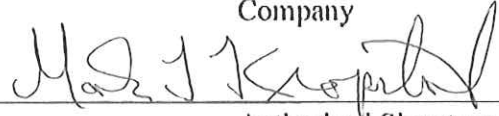
Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

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.

LIBERTY HYDRO, INC.
Company


Authorized Signature

MARCH 25, 2013
Date

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Liberty Hydro, Inc.
of South Charleston, West Virginia, as Principal, and First Surety Corporation
of Charleston, West Virginia, a corporation organized and existing under the laws of the State of West Virginia with its principal office in the City of Charleston, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of 5% of bid (\$5% of bid) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for the installation of renewable energy caustic feed systems

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this 25th day of March, 2013.

Principal Corporate Seal



Surety Corporate Seal

Liberty Hydro, Inc.

(Name of Principle)
By Mark J Kropilak
(Must be President or Vice President)

Mark J. Kropilak, President & CEO
(Title)

First Surety Corporation
(Name of Surety)

[Signature]
Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

Bid Requirement: Specifications Sections 3.1.14 and 4.3.

Documentation: Two successful installations for at least a 6 month period.

1. Automated Control System at Alton site, West Virginia.

An automatic control system was installed in April, 2012. The unit was successfully operated for nine months. The system uses a solar panel to control a pump that regulates the flow of caustic soda from a tank located on site.

The flow has ranged from about 0 to 20 GPM and at times spiked higher due to heavy rainfall.

The raw AMD pH was generally around 5.0 and after automating the chemical feed system, the pH stabilized near the target of 7.0.

This site had been time-consuming and problematic for DEP staff. They had to go to this pond 3-4 times a day spending 30-45 minutes per visit to manually adjust the system. After Liberty Hydro installed its automation system, the chemical usage from the caustic soda tank was optimized and the pond has been crystal clear.

WV DEP staff has the relevant data for this site.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name:

Contractor's License No.

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a purchase order/contract.

2. **DRUG-FREE WORKPLACE:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.
3. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
4. **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.

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



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF WEST VIRGINIA

COUNTY OF KANAWHA, TO-WIT:

I, MARK J. KROPIKAK, after being first duly sworn, depose and state as follows:

- 1. I am an employee of LIBERTY HYDRO, INC.; and,
(Company Name)
- 2. I do hereby attest that LIBERTY HYDRO, INC.
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code** §21-1D-5.

The above statements are sworn to under the penalty of perjury.

LIBERTY HYDRO, INC.
(Company Name)

By: Mark J. Kropiak

Title: CEO

Date: MARCH 25, 2013

Taken, subscribed and sworn to before me this 25 day of March.

By Commission expires February 17, 2018



Barbara Byrge
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

RFQ No. DEP 16102

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: LIBERTY HYDRO, INC.
Authorized Signature: Mark J. Kropilak Date: MARCH 25, 2013
MARK J. KROPILAK

State of WV

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 25 day of March, 2013

My Commission expires Feb 17, 2018.

AFFIX SEAL HERE



NOTARY PUBLIC

Barker Byge