



# West Virginia Purchasing Division

2019 Washington Street, East  
Charleston, WV 25305  
Telephone: 304-558-2306  
General Fax: 304-558-6026  
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header @ 1

List View

General Information Contact Default Values Discount Document Information

Procurement Folder: 254223

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0313

Vendor ID: 000000102615

SO Doc ID: DEP1700000013

Legal Name: KEMRON ENVIRONMENTAL SERVICES

Published Date: 2/3/17

Alias/DBA:

Close Date: 2/14/17

Total Bid: \$206,811.00

Close Time: 13:30

Response Date: 02/14/2017

Status: Closed

Response Time: 13:15

Solicitation Description: Addendum 1- Op., Maint. and Monitoring Vienna PCE Site

Total of Header Attachments: 1

Total of All Attachments: 1



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 254223

**Solicitation Description :** Addendum 1- Op., Maint. and Monitoring Vienna PCE Site

**Proc Type :** Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-02-14 13:30:00	SR 0313 ESR02141700000003837	1

VENDOR
000000102615 KEMRON ENVIRONMENTAL SERVICES

**Solicitation Number:** CRFQ 0313 DEP1700000013

**Total Bid :** \$206,811.00      **Response Date:** 2017-02-14      **Response Time:** 13:15:36

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Jessica S Chambers  
 (304) 558-0246  
 jessica.s.chambers@wv.gov

<b>Signature on File</b>	<b>FEIN #</b>	<b>DATE</b>
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	See pricing page for item listing				\$206,811.00

Comm Code	Manufacturer	Specification	Model #
77121707			

**Extended Description :** All references in the Specifications, Exhibits, and Drawings to brand or manufacturer specific items are included only to establish a quality level for materials, products or equipment provided to fulfill the Contract, and thus should be considered to be followed by the words, or equal.

**Comments:** Contract Amount is total of Exhibit A Pricing Page line items.



Purchasing Divison  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Request for Quotation  
 34 - Service - Prof

Proc Folder: 254223

Doc Description: Operation, Maintenance and Monitoring of the Vienna PCE Site

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-02-03	2017-02-14 13:30:00	CRFQ 0313 DEP1700000013	2

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:  
 KEMRON Environmental Services, Inc.  
 108 Craddock Way Ste 5  
 Poca, WV 25159  
 (304) 755-0999 Telephone  
 (304) 755-0990 Fax

**FOR INFORMATION CONTACT THE BUYER**

Jessica S Chambers  
 (304) 558-0246  
 jessica.s.chambers@wv.gov

Signature X

FEIN # 11-2393978

DATE 02/14/17

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

**ADDITIONAL INFORMATION:**

Addendum

Addendum No.01 issued to publish and distribute the attached Information to the vendor community.

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The West Virginia Purchasing Division is soliciting bids on behalf of The West Virginia Department of Environmental Protection to establish an open-end contract for the operation and maintenance of the groundwater remediation system at the Vienna Perchloroethylene (PCE) Superfund site in Vienna, West Virginia per the specifications and terms and conditions as attached.

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US	304-926-0499 EXT1661 DEP PCE SUPERFUND SITE 405 29TH STREET VIENNA WV 26105 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	See pricing page for item listing	0.00000			\$206,811.00

Comm Code	Manufacturer	Specification	Model #
77121707			

**Extended Description :**

All references in the Specifications, Exhibits, and Drawings to brand or manufacturer specific items are included only to establish a quality level for materials, products or equipment provided to fulfill the Contract, and thus should be considered to be followed by the words, or equal.

<b>DEP170000013</b>	<b>Document Phase</b> Draft	<b>Document Description</b> Operation, Maintenance and Monitoring of the Vienna PCE Site	<b>Page 3</b> of 3
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

Vienna Perchloroethylene (PCE) Superfund site in Vienna, West Virginia:

405 29th St.  
Vienna, WV 26105

January 18, 2017 at 10:30 AM (EST)

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.



Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: January 25, 2017 at 9:00 AM (EST)

Submit Questions to: Jessica Chambers

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: [Jessica.S.Chambers@wv.gov](mailto:Jessica.S.Chambers@wv.gov)

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:  
 Department of Administration, Purchasing Division  
 2019 Washington Street East  
 Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

**SEALED BID:**

BUYER: Jessica Chambers  
 SOLICITATION NO.: CRFQ DEP1700000013  
 BID OPENING DATE: 02/08/2017  
 BID OPENING TIME: 1:30 PM (EST)  
 FAX NUMBER: (304) 558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

**BID TYPE:** (This only applies to CRFP)

- Technical  
 Cost

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

**Bid Opening Date and Time:** February 8, 2017 at 1:30 PM (EST)

**Bid Opening Location:** Department of Administration, Purchasing Division  
 2019 Washington Street East  
 Charleston, WV 25305-0130

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. 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.

## GENERAL TERMS AND CONDITIONS:

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

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

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

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

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

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

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

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

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

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

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



**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

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

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.



**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.

**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.

**INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

**Commercial General Liability Insurance:** In the amount of \$1,000,000  
\_\_\_\_\_ or more.

**Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

Professional Liability - \$1,000,000.00

Automobile Liability - \$1,000,000.00

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

Current certification for Workers Health and Safety Training per the HAZWOPER requirements of 29 CFR 1910.120.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

**8. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**9. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

**10. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of

\_\_\_\_\_ for \_\_\_\_\_.

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.

**11. 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.

**12. 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.

**13. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**14. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

**15. 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.

**16. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**17. 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.

**18. 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 § 148-1-6.1.e.

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

**20. 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.

**21. COMPLIANCE:** 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

**27. 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.

**28. 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.

**29. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

**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. 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.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

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

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

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

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

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.



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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

**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.

KEMRON Environmental Services, Inc.

*Christopher J. Amick*

(Name, Title)

Christopher J. Amick, Regional Manager

(Printed Name and Title)

108 Craddock Way Ste 5, Poca, WV 25159

(Address)

304-755-0999 / 304-755-0990

(Phone Number) / (Fax Number)

camick@kemron.com

(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

KEMRON Environmental Services, Inc.

(Company)

*Christopher J. Amick Regional Manager*

(Authorized Signature) (Representative Name, Title)

Christopher J. Amick, Regional Manager

(Printed Name and Title of Authorized Representative)

*02/14/17*

(Date)

304-755-0999 / 304-755-0990

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION  
Operation and Maintenance of the groundwater remediation system at the Vienna  
Perchloroethylene (PCE) Superfund site

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of The West Virginia Department of Environmental Protection to establish an open-end contract for the operation and maintenance of the groundwater remediation system at the Vienna Perchloroethylene (PCE) Superfund site in Vienna, West Virginia. The remediation system is comprised of two active air sparge/soil vapor extraction (AS/SVE) systems, a groundwater hydraulic control system, and an air sparge treatment system on standby. System performance will be evaluated by the periodic collection of contaminant concentrations from a network of soil vapor monitoring points and groundwater monitoring wells

The equipment associated with the remediation system will require maintenance and upkeep on a pre-determined schedule and as needed. Vendor will be responsible for communicating any issues regarding the operation of the system and performing pre-approved repairs. Human Machine Interface (HMI) software has been installed to further assist with the maintenance and daily tracking of system performance and will need to be maintained by the vendor according to manufacturer's specifications.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
- 2.1 "Contract Item" or "Contract Items"** means the list of items identified in Section 4.1 and 4.2 below and on the Pricing Pages.
- 2.2 "Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
- 2.3 "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.4 "AS/SVE"** means air sparge/soil vapor extraction.
- 2.2 "AutoCAD ®"** means Automated Computer Aided Design.
- 2.3 "City"** means the City of Vienna.
- 2.4 "Contract Item" or "Contract Items"** means the list of items identified in Sections 3.1 and 3.2 below and on the Pricing Pages.

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- 2.5 “DWG” means from drawing
- 2.6 “ESRI ®” means Environmental Systems Research Institute
- 2.7 “GAC” means Granular Activated Carbon
- 2.8 “HAZWOPER” means Hazardous Waste Operations and Emergency Response
- 2.9 “HMI” means Human Machine Interface software
- 2.10 “PCE” means Perchloroethylene (tetrachloroethylene)
- 2.11 “PPE” means Personal Protective Equipment
- 2.12 “QAPP” means the Standard Quality Assurance Program Plan for the West Virginia Department of Environmental Protection Division of Land Restoration Office of Environmental Remediation available for download at:  
<http://www.dep.wv.gov/dlr/oer/voluntarymain/Documents/WVDEP%20DLR%20VRP-LUST%20QAPP.pdf>
- 2.13 “Site” means the Vienna PCE National Priorities List site.
- 2.14 “Solicitation” means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.15 “TU1” means Treatment System 1
- 2.16 “TU2” means Treatment System 2
- 2.17 “TU3” means Treatment System 3
- 2.18 “WVDEP” means the West Virginia Department of Environmental Protection.
3. **QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
- 3.1. **Minimum Qualifications**
- Experience in environmental characterization and remediation.
  - Knowledge of federal and state environmental regulations.
  - Experience in the collection of ground water samples from monitoring wells using low flow purge techniques.

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Operation and Maintenance of the groundwater remediation system at the Vienna  
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- Experience in the collection of vapor samples from soil vapor extraction and monitoring wells with SUMMA® canisters.
- Experience in the design, operation, maintenance, and performance evaluation of AS/SVE systems.
- Experience in the representation and interpretation of environmental data in report format.
- Workers anticipated to be on-site must have current certification for worker's health and safety training per the HAZWOPER requirements of 29 CFR 1910.120.

**Experience:** Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed projects that involved work similar to that described in the Specifications/Project Manual. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.

#### **4. GENERAL REQUIREMENTS**

**4.1 Desired Items and Mandatory Requirements for Monitoring:** The selected vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below:

- 4.1.1** Previous experience in groundwater sampling and sampling of soil vapor extraction systems is a requirement. Compliance with experience requirements will be determined prior to contract award by the State through references provided by the Vendor with its bid or upon request, through knowledge or documentation of the Vendor's past projects, or some other method that the State determines to be acceptable. Vendor should provide a current résumé which includes information regarding the number of years of qualification, experience and training, and relevant professional education for each individual that will be assigned to this project. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement are preferred with the bid submission, but may be requested after bid opening and prior to contract award.

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- 4.1.1.1** The vendor, who is awarded a contract, are solely responsible for the satisfactory completion of the work. The prime vendor shall be responsible for ensuring that any subcontractors have all the necessary permits, certifications, experience and insurance to perform the work. All subcontractors must be approved by DEP before the subcontractor initiates work. The primary vendor must prove subcontractor's qualifications prior to award. All work performed by a subcontractor must be appropriately annotated on any submitted documentation.
- 4.1.2** The vendor shall furnish all personnel, labor, tools, transportation, equipment, incidentals, and supplies to obtain samples from the monitoring wells and soil vapor monitoring points in order to perform the required analysis, to determine the statistical trends and to submit the required reports.
- 4.1.3** All soil vapor sampling collected from the soil vapor well head shall be done in compliance with the protocols as specified in the Standard Operating Procedure (*Attachment 1*).
- 4.1.4** Groundwater sampling and purging shall be conducted with the Low Flow purge technique in accordance with Standard Operating Procedure 0110, Groundwater Sampling Procedures, §7.3 of the QAPP (*Attachment 2*).
- 4.1.5** Groundwater quality control samples shall be collected at frequencies specified in Table 3, Field Quality Control Requirements, of the QAPP (*Attachment 3*).
- 4.1.6** Within fifteen (15) calendar days of award, the vendor shall provide WVDEP with a Sample and Analysis Plan that follows elements documented in Attachments 1, 2, and 3 and requirements contained therein. This plan must be approved by WVDEP prior to any sampling events.
- 4.1.7** The vendor shall obtain right of entry/access agreements to the sampling locations.
- 4.1.8** The selected vendor shall be responsible for coordination with the City, property owners, and the remediation plant contractor prior to each sampling event.

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- 4.1.9** Monitoring well locations are in, or adjacent to roadways, and will require traffic control measures. The selected Vendor shall be responsible for coordinating with the City or the West Virginia Department of Highways to gain approval of their Traffic Control Plan when necessary.
- 4.1.10** OSHA requires the use of PPE to reduce employee exposure to hazards when engineering and administrative controls are not feasible or effective in reducing these exposures to acceptable levels. Employers are required to determine if PPE should be used to protect their workers. **Workers must be current on their 40 hour HAZWOPER Certification. The cost of PPE must be included in the vendors cost for any line item that may expose the worker to any such hazard.**
- 4.1.11** Groundwater sampling will occur as follows:
- 4.1.11.1** A subset of groundwater monitoring wells are to be sampled semi-annually (April-May and October-November).
  - 4.1.11.2** A more comprehensive set of ground water monitoring wells are to be sampled annually and biennially as indicated in *(Attachment 4)*.
  - 4.1.11.3** Samples will be analyzed for volatiles only.
- 4.1.12** Groundwater elevations are to be collected from all wells sampled per sampling event.
- 4.1.13** Sampling collection and water level measurement equipment will be properly decontaminated between sampling and measurement locations.
- 4.1.14** Purge water and decontamination fluids shall be collected and disposed of through the groundwater hydraulic control well remediation system. Personal Protective Equipment and disposable sample equipment shall be doubled bagged and disposed of at a location suitable to the City.
- 4.1.15** The Vendor shall be responsible for locking the monitoring wells while not in use. The wells shall remain locked to prevent unauthorized access. The Vendor shall be provided a key to the commonly keyed locks that have been installed by the U.S. EPA contractor.
- 4.1.16** The Vendor shall inspect all wells during each sampling event to ensure flush mount well plugs are fitted snugly in the casing, securely locked, gaskets undamaged, and covers are securely bolted. The vendor shall report any deficiencies found and provide WVDEP with a cost estimate for repairs. Pre-approval from the designated WVDEP Project Manager is

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required prior to conducting repair of damage to well pads, manholes, or surrounding pavement.

- 4.1.17** For groundwater analytical services, the vendor must use the laboratory designated by the WVDEP on state contract. The selected vendor shall be responsible for coordinating with the designated laboratory prior to each sampling event to ensure that the number of sample containers and preservatives used are appropriate for the analysis to be performed. These lab costs, including analytical charges, shall be billed by the WVDEP contract laboratory directly to WVDEP.
- 4.1.18** All SVE wells are to be sampled quarterly for one (1) year and annually thereafter.
- 4.1.19** For vapor analytical services, the selected vendor shall identify a laboratory subject to the approval of WVDEP.
- 4.1.20** Vapor samples are to be collected with six 1 liter Summa® canisters or equivalent. Samples are to be analyzed by EPA Method TO-15. The selected vendor will be responsible for coordinating with the WVDEP approved laboratory to arrange for canister flow rate settings, analyses required, delivery from and to the laboratory, sample collection, and proper canister tagging. These costs, including analytical charges, shall be the responsibility of the vendor.
- 4.1.21** The selected vendor shall be responsible for sample labeling, handling, proper temporary storage, and delivery to the state certified, designated laboratory. Following sample collection, the selected vendor shall coordinate with the WVDEP approved laboratory to arrange for sample delivery by the end of the following business day.
- 4.1.22** All costs associated with well sampling, groundwater well elevation measurement, well purging, sample collection, shipping, and handling will be the responsibility of the vendor.
- 4.1.23** Field log books shall record the following:
- measured depth to water
  - low-flow purge stabilization parameters
  - time of readings taken
  - purge volumes flow rate
  - depth of pump intake
  - well condition
  - anomalies noted for each sampling location



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- daily record of general weather conditions for that day

**4.1.24** Within forty-five (45) days after receipt of the analytical, the vendor shall provide WVDEP with a Sampling Report. This report shall contain at a minimum:

- Statement of sampling objectives
- Discussion of Sampling activities
- Discussion of anomalies encountered with and deviations from scheduled activities
- Statement of well conditions
- Review of systems operational log books for that period
- Discussion of remediation system performances
- Discussion of results
- Recommendations for future adjustments to the sampling frequency
- Recommendations for future remediation systems operational enhancements/adjustments
- Tables of groundwater level measurements and groundwater elevations
- Table of analytical results for each sampling location from the current event
- Table of historical analytical results from each sampling collected
- Table of monthly mass removal rates per remediation system
- Time series graphs of tetrachloroethylene concentrations for selected wells. Note: (identify key wells for trend analysis)
- Trend analyses of mass removal rates and concentrations at select well.
- Map depicting groundwater sampling points and results
- Map depicting groundwater elevations and contour interpretations
- Map with concentration iso-contours
- WVDEP will provide maps for the mapping requirements in ESRI® shapefile and AutoCAD® dwg. formats.

**4.2** **Desired Items and Mandatory Requirements for Remediation System Operation and Maintenance:** The vendor shall be responsible for the oversight, operation, and maintenance of the site remediation systems. The vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below:

**4.2.1** **Previous experience in the design, operation and performance evaluation of air sparge/soil vapor extraction systems is a**

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**requirement.** Compliance with experience requirements will be determined prior to contract award by the State through references provided by the Vendor with its bid or upon request, through knowledge or documentation of the Vendor's past projects, or some other method that the State determines to be acceptable. Vendor should provide a current résumé which includes information regarding the number of years of qualification, experience and training, and relevant professional education for each individual that will be assigned to this project. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement are preferred with the bid submission, but may be requested after bid opening and prior to contract award.

**4.2.1.1** The vendors, who are awarded a contract, are solely responsible for the satisfactory completion of the work. The prime vendor shall be responsible for ensuring that any subcontractors have all the necessary permits, certifications (including WV State Laboratory certifications), experience and insurance to perform the work. All subcontractors must be approved by DEP before the subcontractor initiates work. The primary vendor must prove subcontractor's qualifications prior to award. All work performed by a subcontractor must be appropriately annotated on any submitted documentation.

**4.2.2** The selected vendor shall designate a Project Manager to provide oversight. This position will be responsible for the overall maintenance, monitoring, and management of the air sparging (AS), soil vapor extraction (SVE), and groundwater remediation systems. This person shall:

- Have experience with AS/SVE system design and operation.
- Supervise and direct on-site operation of the remediation system(s)
- Ensure competency and safety of operations
- Ensure compliance with air and groundwater discharge permit requirements
- Ensure that routine inspection, maintenance, record management, and reporting are performed
- Oversee and ensure repair of system(s) equipment once approved
- Perform other related administrative and management work, as required.
- Provide changes in operations schedules and control functions
- Monitor site data to ensure systems are operating at specified

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performance levels

- Become familiar with the remediation system layout, system components, operating parameters, and Programmable Logic Computer Control system
- Evaluate system performance data, making recommendations for operational adjustments to maximize system performance and develop testing procedures to evaluate such adjustments

- 4.2.3** The selected vendor must appoint a System Operator who shall be available for day to day operation, routine maintenance (as specified in Attachment 5 following manufacturers recommendations), monitoring, sample collection of the following: groundwater, soil vapor extraction systems, influent, intermediate, and effluent for PCE analysis, and management of remediation systems, extraction well systems, record maintenance, reporting, and associated on-site operations.
- 4.2.4** The selected vendor must designate two individuals to be available on a 24/7 basis as emergency contacts.
- 4.2.5** The selected vendor must maintain an inventory of routinely used replacement parts and tools required in (*Attachment 6*) and are available on a twenty-four hour (24) seven day (7) basis.
- 4.2.6** In development of the Remediation Systems Operation and Maintenance component of the contract, they will follow the elements and requirements documented in the manual indicated below:
- *Revised Final Operations and Maintenance Manual (O&M)- Groundwater Remediation Systems (TU1, TU2, and TU3) (Attachment 7).*
- 4.2.7** The selected vendor shall be responsible for notifying WVDEP should any issues arise pertaining to the HMI software.
- 4.2.8** **Mandatory Record Keeping Requirements:**
- 4.2.8.1** **Weekly Reporting Requirements**
- Extraction well valve positions
- 4.2.8.2** **Monthly Reporting Requirements**

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Perchloroethylene (PCE) Superfund site

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- Extraction well flow rate, pressure, and totalized flow
- Compressor operating pressure
- Compressor flow rate
- Flow rate to each well
- Manifold pressure to each well
- Bag filter differential pressure
- Inlet, intermediate, and outlet pressures to GAC units
- SVE blower flow rate
- SVE vacuum and discharge pressure
- SVE inlet and outlet temperatures
- Groundwater PCE concentrations in the influent, intermediate, and effluent to the groundwater GAC units

**4.2.8.3 Quarterly Reporting Requirements**

- Sparge wellhead pressure readings
- Vapor extraction wellhead vacuum readings

**4.2.8.4 Quarterly Summary Reporting Requirements**

- System uptime and hours of operation
- Analytical results for extraction well and vapor samples
  - Influent to GAC Vessels 1
  - Influent to GAC Vessels 2
  - Effluent from GAC vessels 2
- Volumes of vapor and groundwater extracted
- Mass of PCE removed in the vapor phase for each TUs 1&3
- Mass of PCE removed in groundwater
- Pressure or vacuum losses between the manifold and wellhead for each sparge and vacuum wells
- Summary of maintenance adjustments performed
- Description of any shutdown events, operational problems, and resolutions
- Health or safety concerns
- General system observations.

**5. CONTRACT AWARD:**

**5.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications

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for the lowest overall total cost as shown on the Pricing Pages.

- 5.2 Pricing Pages:** Vendor should complete the Pricing Pages by multiplying the Vendor's Unit Cost by the listed quantity. 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 should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Jessica.S.Chambers@wv.gov.

- 6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

**7. PAYMENT:**

- 7.1 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

- 7.2.1. INVOICING -** Invoices are to be submitted on a monthly basis for work performed during that month. The invoices shall be submitted to the following address:

WV Department of Environmental Protection  
Division of Land Restoration/Office of Environmental Remediation  
Attn: Jason McDougal  
601 57th St. SE  
Charleston, WV 25304

- 8. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

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**9. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

- 9.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 9.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 9.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 9.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 9.5 Vendor shall inform all staff of Agency's security protocol and procedures.

**10. VENDOR DEFAULT:**

- 10.1 The following shall be considered a vendor default under this Contract.
  - 10.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
  - 10.1.2 Failure to comply with other specifications and requirements contained herein.
  - 10.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
  - 10.1.4 Failure to remedy deficient performance upon request.
- 10.2 The following remedies shall be available to Agency upon default.
  - 10.2.1 Immediate cancellation of the Contract.
  - 10.2.2 Immediate cancellation of one or more release orders issued under this Contract.

**REQUEST FOR QUOTATION**  
Operation and Maintenance of the groundwater remediation system at the Vienna  
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10.2.3 Any other remedies available in law or equity.

**11. MISCELLANEOUS:**

**11.1 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Christopher J. Amick

**Telephone Number:** 304-755-0999

**Fax Number:** 304-755-0990

**Email Address:** camick@kemron.com

EXHIBIT "A"  
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Operation, Maintenance, and Monitoring of Vienna PCE

<b>Item</b>	<b>Specification</b>	<b>Description</b>	<b>(Or Equal)Brand Bid</b>	<b>Unit of Measure</b>	<b>Unit Cost</b>	<b>Est.Qty</b>	<b>Extended Cost</b>
<b>1</b>	4.1.2	Sampling of groundwater monitoring wells		Per Well	206	39	8034.00
<b>2</b>	4.1.2	Sampling of AS/SVE monitoring wells		Per Well	140	26	3640.00
<b>3</b>	4.2.2	Project Manager (for tasks not listed)		Hour	80	750	60000.00
<b>4</b>	4.2.3	System Operator (for tasks not listed)		Hour	50	1,100	55000.00
<b>5</b>	4.2.8	Report Writing		Hour	55	500	27500.00
<b>6</b>	4.2.3	Check/record readings from all instruments, meters, and gauges		Each	39	52	2028.00
<b>7</b>	4.2.3	Check overall plant operations		Each	39	52	2028.00
<b>8</b>	4.2.3	Check Operator Interface Terminal/Programmable Logic Controller for alarm conditions (per event)		Each	39	52	2028.00
<b>9</b>	4.2.3	Check all valve positions		Each	39	52	2028.00
<b>10</b>	4.2.3	Check oil levels on air blowers and air compressors		Each	39	52	2028.00
<b>11</b>	4.2.3	Check differential pressure across inline air inlet filters (SVE blowers)		Each	39	52	2028.00



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<b>12</b>	4.2.3	Check differential pressure across bag filters Treatment Unit 3		Each	39	52	2028.00
<b>13</b>	4.2.3	Check differential pressure across liquid-phase Granular Activated Carbon vessels Treatment Unit 3		Each	39	52	2028.00
<b>14</b>	4.2.3	Check DD range (coalescing) and PDX (particulate) filter service indicators on air compressors		Each	39	52	2028.00
<b>15</b>	4.2.3	Check oil temperature on all equipment		Each	39	52	2028.00
<b>16</b>	4.2.3	Log system flow rates air sparge system, vacuum system, groundwater		Each	39	52	2028.00
<b>17</b>	4.2.3	Clean inside and outside of unit building		Each	39	52	2028.00
<b>18</b>	4.2.3	Start system for maintenance and readiness		Each	39	52	2028.00
<b>19</b>	4.2.3	Check air compressors for possible leaks		Each	39	52	2028.00
<b>20</b>	4.2.3	Check off-gas treatment vessels and stacks for moisture collection, and drain as necessary		Each	13.5	12	162.00

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<b>21</b>	4.2.3	Check SVE sumps and drains (pump out) as necessary		Each	13.5	12	162.00
<b>22</b>	4.2.3	Grease SVE blower drive shaft bearings with National Lubricating Grease Institute (NLGI) #2		Each	13.5	12	162.00
<b>23</b>	4.2.3	Inspect air filter, oil cooler, condenser, and air cooler, and clean as necessary (air compressors)		Each	13.5	12	162.00
<b>24</b>	4.2.3	Inspect the condensate trap and clean flow valve as necessary (air compressors)		Each	13.5	12	162.00
<b>25</b>	4.2.3	Check tension and condition of belts and adjust as necessary (SVE blower and air compressor)		Each	13.5	12	162.00
<b>26</b>	4.2.3	Restart computers		Each	13.5	12	162.00
<b>27</b>	4.2.3	Turn all valves		Each	48	4	192.00
<b>28</b>	4.2.3	Grease all motors with NLGI #2 (SVE blower and air compressors)		Each	48	4	192.00
<b>29</b>	4.2.3	Lubricate air conditioner fan motors		Each	48	4	192.00
<b>30</b>	4.2.3	Change gear-box oil (SVE blowers)-every 1,000 hours		Each	112	2	224.00

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<b>31</b>	4.2.3	Lubricate exhaust fan motors with SAE20 non- detergent oil		Each	28	2	56.00
<b>32</b>	4.2.3	Lubricate roll up doors		Each	28	2	56.00
<b>33</b>	4.2.3	Change eye wash liquid		Each	14	2	28.00
<b>34</b>	4.2.3	Clean / drain moisture separator (SVE)		Each	14	2	28.00
<b>35</b>	4.2.3	Grease fittings on SVE blowers		Each	40	1	40.00
<b>36</b>	4.2.3	Grease transfer pump motors with NLGI #2, disassemble and inspect and clean impeller housing as needed		Each	40	1	40.00
<b>37</b>	4.2.3	Have safety relief valves tested on air compressors (separator tank)		Each	40	1	40.00
<b>38</b>	4.2.3	Perform comprehensive test on air compressors by certified service technician		Each	980	1	980.00
<b>39</b>	4.2.3	Replace DD and PDX, oil/air filters on air compressors		Each	40	1	40.00
<b>40</b>	4.2.3	Change oil in air compressors (separator tank)		Each	40	1	40.00
<b>41</b>	4.2.3	Clean air compressors		Each	40	1	40.00
<b>42</b>	4.2.3	Inspect fire extinguishers		Each	40	1	40.00
<b>43</b>	4.2.3	Change bag filters when DP reaches 12 psig		Each	40	1	40.00

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<b>44</b>	4.2.3	Change out or backwash liquid phase when GAC media becomes spent		Each	5250	1	5250.00
<b>45</b>	4.2.3	Check EW-1 well vault for leaks		Each	40	1	40.00
<b>46</b>	4.2.3	Check pull boxes for leaks		Each	40	1	40.00
<b>47</b>	4.2.3	Clean or replace blower inlet air filters		Each	40	1	40.00
<b>48</b>	4.2.3	Clean AC intake filter		Each	40	1	40.00
<b>49</b>	4.2.3	Empty condensate collection drums at TU2		Each	40	1	40.00
<b>50</b>	4.2.3	Pull and check extraction well pump for bio-fouling		Each	40	1	40.00
<b>51</b>	4.2.3	Shock chlorinate extraction well as needed		Each	40	1	40.00
<b>52</b>	4.2.3	Clean transformers		Each	40	1	40.00
<b>53</b>	4.2.3	Clean exhaust fan blades and motor		Each	40	1	40.00
<b>54</b>	4.2.3	Clean or replace SVE blower filter element		Each	40	1	40.00
<b>55</b>	4.2.6	Oil filter for air sparge systems		Each	43	2	86.00
<b>56</b>	4.2.6	Air filter for air sparge systems		Each	17	2	34.00
<b>57</b>	4.2.6	Belts for air sparge systems		Each	87	2	174.00
<b>58</b>	4.2.6	Solenoid Valve for Air Sparge Systems	*H2K Model 8210G94	Each	145	2	290.00

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<b>59</b>	4.2.6	Flow meter for Air Sparge Systems	*King Instruments Model 7450	Each	260	2	520.00
<b>60</b>	4.2.6	Demister pad for SVE Systems	*H2K Model 4x23-SST	Each	495	2	990.00
<b>61</b>	4.2.6	Vacuum Gauge (0-60" wc vacuum) for SVE Systems	*H2K model 611.10	Each	50	2	100.00
<b>62</b>	4.2.6	32-inch level switch assembly for SVE Systems	*H2K	Each	462	2	924.00
<b>63</b>	4.2.6	Differential pressure gauge for SVE Systems	*H2K model 2-5003NPT	Each	49	2	98.00
<b>64</b>	4.2.6	2"B+ venturi for SVE Systems	*H2K	Each	528	2	1056.00
<b>65</b>	4.2.6	Belt set for SVE Systems		Each	660	2	1320.00
<b>66</b>	4.2.6	Filter element for SVE Systems	*H2K model 235P	Each	60	2	120.00
<b>67</b>	4.2.6	Oil for SVE Systems		Per Gallon	105	20	2100.00
<b>68</b>	4.2.6	Screen 18x18 mesh for VC Vessels	*H2K model SST	Each	165	2	330.00
<b>69</b>	4.2.6	23" Gasket for VC Vessels	*H2K	Each	82.5	2	165.00
<b>70</b>	4.2.6	Mechanical shaft seal Transfer pumps	*H2K model CT-SEAL	Each	110	2	220.00
<b>71</b>	4.2.6	Oil-food grade for air sparge systems		Per Gallon	41	20	820.00
<b>72</b>	4.2.6	SST Lateral for TU 3 liquid phase carbon	*H2K model LC-007SSTLAT	Each	165	2	330.00
<b>73</b>	4.2.6	SST Hub for TU 3 liquid phase carbon	*H2K model LC-007SSTHUB	Each	2090	2	4180.00
<b>74</b>	4.2.6	Manway gasket for TU 3 liquid phase carbon	*H2K model 12x16GAS	Each	82.5	2	165.00

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<b>75</b>	4.2.6	25 micron bag filter for TU 3 Bag Filters	*H2K model KE25	Each	10	2	20.00	
<b>76</b>	4.2.6	O-ring for bag filter housing lid for TU 3 Bag Filters	*H2K model KK-ORING 2	Each	55	2	110.00	
<b>77</b>	4.2.6	Differential pressure switch (4-80 PSI) TU3 Bag Filters	*Barksdale model DPD1T-GH80SS	Each	420.5	2	841.00	
<b>78</b>	4.2.6	Filter basket for TU3 Bag Filter		Each	100	2	200.00	
<b>TOTAL BID AMOUNT</b>								<b>206811.00</b>

Quantities listed are for bidding purposes only. Actual quantities may differ.

\* All references in the Specifications and Attachments to brand or manufacturer specific items are included only to establish a quality level for materials, products or equipment provided to fulfill the Contract, and thus should be considered to be followed by the words, "or equal".

Company Name: KEMRON Environmental Services, Inc.

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Operation, Maintenance, and Monitoring of Vienna PCE

Contact: Christopher J. Amick  
Street Address: 108 Craddock Way Ste 5  
City, State, and Zip: Poca, WV 25159  
Phone Number: 304-755-0999  
Fax Number: 304-755-0990

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: KEMRON Environmental Services, Inc.

Authorized Signature: *[Signature]* Date: 02/14/17

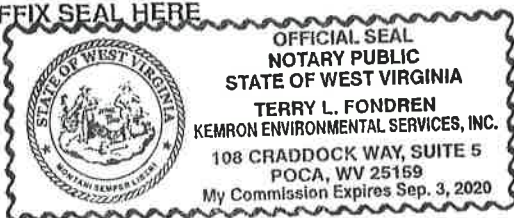
State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 14 day of February, 2017.

My Commission expires September 3, 2020.

AFFIX SEAL HERE



NOTARY PUBLIC

*[Signature]*  
Purchasing Affidavit (Revised 08/01/2015)



WV-10  
Approved / Revised  
12/16/15

# 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 Vendor Preference, if applicable.

1. **Application is made for 2.5% 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;  
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; 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% vendor preference for the reason checked:**  
 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,
3. **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,
4. **Application is made for 5% 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% 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% vendor preference who is a veteran for the reason checked:**  
 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.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**  
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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) rescind the contract or purchase order; 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.

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: KERRON Government Services, Inc. Signed: Cheryl J. Crail  
Date: 02/14/17 Title: Regional Manager

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

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ 0313 DEP170000013**

**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.

KEMRON Environmental Services, Inc.

Company

*Christy J. Smith*

Authorized Signature

*02/14/17*

Date

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



108 Craddock Way, Suite 5 • Poca, WV 25159 • TEL 304-755-0999 • FAX 304-755-0990

**Re: REMEDIATION SYSTEM OPERATION REFERENCES**

Dear Ms. Chambers,

Please see the following references that can attest to KEMRON Environmental Services, Inc. (KEMRON's) experience and qualifications for remediation system operation and maintenance activities.

- Scott Fleming – Remediation Manager, Speedway LLC, 500 Speedway Drive, Enon, Ohio 45323. (937) 863-6624 Office; and
- Jeff Wood – Maintenance/Construction Manager, Little General Stores, Inc., 17 Yellow Wood Way, Beckley, WV 25801. (304) 253-9592.

If you have any questions or comments concerning this correspondence, please contact our office at (304) 755-0999.

Sincerely,  
**KEMRON Environmental Services, Inc.**

A handwritten signature in blue ink, appearing to read "Christopher J. Amick".

Christopher J. Amick, P.G., LRS  
Regional Manager

Attachments

## **Welcome to Total Equipment Co.**

Greg Fortner [Greg.Fortner@totalequipment.com]

**Sent:** Tuesday, February 14, 2017 9:07 AM

**To:** Christopher J. Amick

**Cc:** John Neff [john.neff@totalequipment.com]

Good morning Chris,

Total Equipment company is a local leader in sales and service of compressors and compressed air systems. We are a local distributor for Ingersoll Rand, the oldest name in compressed air system components. Our technicians are factory trained and range in experience from 5 to 35 years in the field. In addition to inspection, and evaluation of components, we provide complete service, troubleshooting and repair for most manufacturers machines.

We are pleased to offer you the following rates, and look forward to serving you in the future.

\$90.00 per hour labor.

\$1.50 per mile charged from portal to portal.

Thank you for the opportunity to help with your compressed air needs.

Greg Fortner

Senior Technician

Total Equipment Company



Date of Inspection: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
 Customer Name \_\_\_\_\_  
 Customer Address \_\_\_\_\_  
 Ingersoll Rand Service Provider: \_\_\_\_\_

Start-up     AirCare     PM     Inspection

Compressor Type: **ROTARY CONTACT COOLED - ROTARY**  
 Model No.: \_\_\_\_\_ Size (HP): \_\_\_\_\_  
 Serial No.: \_\_\_\_\_  
 Work Order No.: \_\_\_\_\_

### General Inspections (Check and Record, If Applicable)

OK	Fixed/Changed/Cleaned During Visit	Still Requires Repair/Changing/Cleaning	
		1. Total Running Hours/Loaded Hours	____ / ____
		2. Package Discharge Press (Off Line / On Line)	____ / ____
		3. Full Load Package Discharge Temp (°F / °C)	____ / ____
		4. Full Load Airend Discharge Temp (°F / °C)	____ / ____
		5. Full Load Injection Coolant Temp (°F / °C)	____ / ____
		6. Unloaded Sump Press (PSIG / BarG)	____ / ____
		7. Unloaded Inlet Vacuum (PSIG / BarG)	____ / ____
		8. Inlet Filter Condition	____ / ____
		9. Last Inlet Filter Change	(Date) ____ / ____ / ____ (Hours) _____
		10. Check Coolant Level	_____
		11. Inspect for Coolant Leaks	_____
		12. Coolant Filter change at: (2000 hr or 1 year)	_____
		13. Full Load Separator Press Drop (PSIG / BarG)	____ / ____
		14. Date of Last Separator Element Change	____ / ____ / ____
		15. Inspect and Clean Scavenge Orifice and Screen	_____
		16. Inspect and Clean Gearcase Breather	_____
		17. Room Ambient Temperature (°F / °C)	____ / ____
		18. Thermostatic Control Valve Temp (°F / °C)	Port A ____ B ____ C ____
		19. Belt Alignment Checked and in Good Condition	_____
		20. Belt Tension System Checked	_____
		21. Inspect for Air Leaks	_____
		22. Inspect All Air Cooled Cooler Cores	_____
		23. Inspect and Clean Condensate Drain	_____
		24. Inspect Main and Fan Motors	_____
		25. Last Main Motor Grease	(Date) ____ / ____ / ____ (Hours) _____
		26. Last Fan Motor Grease	(Date) ____ / ____ / ____ (Hours) _____
		27. Cooling Water Inlet - Water Cooled	(Temp) _____ (Press) _____
		28. Cooling Water Discharge - Water Cooled	(Temp) _____ (Press) _____
		29. Safety Valve Installed and Operational	_____

### Diagnostics Inspections (Check and Record the Following)

**FLUID**

40. Coolant Type \_\_\_\_\_

41. Last Coolant Change (Date) \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
(Hours) \_\_\_\_\_

42. Coolant Analysis Sample Taken **Every 2000 hr or 1 year**  
(Whichever is 1st)

43. Condensate Analysis (Optional) \_\_\_\_\_

**VIBRATION**

IR30 Shock Pulse Readings (One Stage) (Two Stage)

	MBR	MR1	MR2	LPM1	LPM2	HPPM1	HPPM2
44. Loaded (dBm)	_____	_____	_____	_____	_____	_____	_____
45. Loaded (dBc)	_____	_____	_____	_____	_____	_____	_____
Loaded (dBi)	_____	_____	_____	_____	_____	_____	_____

**AIR QUALITY (Optional, Use Only if Suspected Air Quality Issues)**

46. Test Via Coupon (Metallic Strips) \_\_\_\_\_

47. Test OnGuard 2000 Electronic Analysis \_\_\_\_\_

### Start-up Checklist (ONLY for Initial Start-Up)

Date of Start-Up: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Y/N	NO	
		1. Paint Finish Acceptable
		2. Missing Electrical or Parts
		3. Damaged Metal / Cover
		4. Chemical / High Dust Area?
		5. Unit Outdoors
		6. If Outdoors, MOD Included?
		7. Other _____
		8. Other _____
		9. Other _____
		10. Does Customer Have Adequate Spare Parts? If NO, enter spare parts recommendation below.

**Y/N NO**

Is there any additional maintenance needed?  
 If yes, is it urgent?

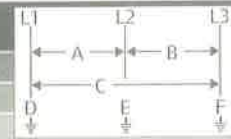
**RECOMMENDATIONS**

\_\_\_\_\_

\_\_\_\_\_

### Electrical Inspections (Check and Record the Following)

OK	Fixed/Changed/Cleaned During Visit	Still Requires Repair/Changing/Cleaning	
		30. Voltage (Full Load)	A ____ B ____ C ____ D ____ E ____ F ____
		31. Voltage (No Load)	A ____ B ____ C ____ D ____ E ____ F ____
		32. Motor Amperage (Full Load)	T1/U ____ T2/V ____ T3/W ____
		33. Motor Amperage (No Load)	T1/U ____ T2/V ____ T3/W ____
		34. Voltage Drop Across Starter	L1 ____ L2 ____ L3 ____
		35. Total Pkg Amps (Full Load)	I1 ____ I2 ____ I3 ____
		36. Motor Nameplate Data	(HP/kW) _____ RPM ____ V ____ A ____
		37. Inspect Contactors	_____
		38. Check Electrical Connections	_____
		39. HAT Operating Temp (°F / °C)	_____



Inspected By: \_\_\_\_\_ Cert. # \_\_\_\_\_  
 (Serviceman's Signature)

Reviewed By: \_\_\_\_\_  
 (Customer's Signature)

\_\_\_\_\_  
 (Customer's Name/Title (Printed))





# Sales, Service, Parts, Repair & Machine Shop

Pumps, Compressors, Blowers & Mixers

## New Equipment Sales



## Parts, Repairs and Rentals



For over 25 years Total Equipment Company has provided fluid handling equipment and repairs to industries such as metal processing, power generation, chemical processing, food and beverage, pulp and paper, and municipal and industrial water and wastewater.

## Service and Machining





# Pumps

## Horizontal Centrifugal



- GOULDS** — ANSI Process (Metallic and Non-Metallic), ANSI Mag Drive, ANSI Inline, Multistage, Single Stage Double Suction, Paper Stock, API, Motor Pumps, Recessed Impeller  
**GORMAN RUPP** — Self Priming, End Suction  
**PULSAFEEDER** (Isochem/Eastern) — Multistage, Mag Drive  
**FYBROC** — Non-Metallic ANSI, Self-Priming, Close Coupled  
**VERTIFLO** — End Suction/Self-Priming  
**CARVER** — End Suction, Multistage, API  
**G&L** — Coupled, Close-Coupled, Multistage  
**RUHRPUMPEN** — API, Multistage  
**ALLIS CHALMERS, AC PUMP, INGERSOLL RAND**

## Vertical Centrifugal and Submersible



- GOULDS** — Vertical Turbine, Sump Pump, Submersible/Well, Cantilever  
**GORMAN RUPP** — Submersible, Non-Clog  
**VERTIFLO** — Cantilever, Sump Pump  
**TOYO** — Submersible with Agitator, Cantilever  
**KSB** — Non-Clog System, Dewatering Submersible  
**FYBROC** — Non-Metallic, Lineshaft and Cantilever  
**RUHRPUMPEN** — Vertical Turbine, Cantilever, Double Suction, Inline  
**BJM** — Shredder

## Diaphragm and Peristaltic (Hose)



- ARO** (Ingersoll Rand) — Diaphragm, Wastewater, Sanitary, Ball Valve, Flap Valve, Non-Metallic, Metal  
**INGERSOLL RAND** — Diaphragm, Centrifugal  
**ABEL** — Electric Diaphragm  
**PULSAFEEDER/PERIFLO** — Hose Pumps

## Metering/Positive Displacement



- PULSAFEEDER** (Isochem/ECO)  
  - **ECLIPSE** — Non Metallic Mag Drive Gear
  - **PULSA** — Hydraulic Actuated Diaphragm
  - **ECO** — Metallic Sealed Gear
  - **ISOICHEM** — Metallic Multistage
  - **PULSATRON** — Solenoid Actuated Metering
 • Pre-Engineered Dosing Skids  
**TUTHILL** — Internal Gear, External Gear, Lobe  
**COLFAX** — IMO Screw Pumps, Zenith Gear Pumps, Allweiler Progressive Cavity  
**ABEL** — Electric Driven Diaphragm  
**FMC & NATIONAL OILWELL VARCO (NOV)** — High Pressure, Piston, Plunger

## Custom Packages and Skids



## Mechanical Seal and Pump Accessories



- BURGMANN & AST** — Mechanical Seals, Component/Cartridge, Single/Double/Triple, Pump Upgrades  
**VARIABLE SPEED DRIVES** — ITT-PumpSmart, G&L-Aquavar  
**PUMP ACCESSORIES** — Motors, Starters, Base Plates, Guards, Packing, Shims, Floats, Descaling Spray Nozzles, Pulsation Dampers, Valves, Couplings, Control Panels, BLACOH Dameners

## Slurry Pumps and Mixers



- GOULDS** — Horizontal, Vertical Cantilever, Submersible, Metal Lined, Rubber Lined  
**TOYO** — Horizontal Hard Metal, Submersible with Agitator, Cantilever Pumps  
**ABEL** — Membrane Pumps

# Compressors and Accessories

## Compressors



### INGERSOLL RAND

**RECIPROCATING** — Two-stage, Lubricated, Oil-less, Vacuum (2-30 hp)

**ROTARY** — One-stage, Two-stage, Lubricated, Oil Free, Fixed Speed, Variable speed (7.5-600 hp)

**CENTRIFUGAL** — 1-5 Stages, Blowers, Oil Free, 1500-30,000 CFM up to 500 PSIG

**CORKEN** — Reciprocating Gas Compressors (1-100 hp)

**GE OIL & GAS** — Reciprocating Gas Compressors (up to 10,000 hp)

**PRE-PACKAGED** — Supplier owned and operated with remote monitoring and control

## Air Dryers, Cooling Towers and Piping



### DRYERS AND FILTERS

**HANKISON AND INGERSOLL RAND** — Refrigerated, Desiccant, -100° F to +50° F Dewpoints, 5 to 12,000 SCFM Capacity, Non Cycling, Cycling, Air or Water Cooled, Closed Loop, Evaporative, Water to Water, Trim Cooling, To 3,000,000 BTUH

### COOLERS

**INGERSOLL RAND, THS AND GENERAL**

### PIPING

**INFINITY AND SIMPLAIR** — Aluminum Pipe, Leak Free

**FILTERS** — High Efficiency, Low DP, Long Life, Coalescing, Particulate, Breathing Air

## Blowers/Vacuum Pumps

**ROOTS-DRESSER** — Rotary Lobe Blower/Vacuum Pump

**INGERSOLL RAND** — Centrifugal, Pressure 1-45 PSIG

**HSI** — Multistage Centrifugal, Wastewater, Process

**DEKKER VACUUM** — Water/Oil Sealed Vacuum Systems, Medical Systems

**CORKEN** — Gas Compressors & Boosters

**REPAIR SERVICES FOR** — Lampson, Spencer, Hoffman



## Pump and Compressor System Audits

### PUMPS

- Flow Studies
- Energy Reduction
- MTBF Studies
- Spares Consolidation
- VFD's for BEP Operation
- Seal and Flush Enhancements

### COMPRESSORS

- Leak Detection
- Supply Side Audits
- VFD's to Optimize Efficiency
- Air Quality Enhancements
- No Loss Drains
- Heat Recovery

# 24 Hour Rental and Field Services

## Rental



**INGERSOLL RAND** — 10-3000 SCFM, 50-200 PSIG, Electric or Diesel, Lubricated/Non-Lubricated

### PUMPS

- Air Operated Diaphragm
  - Engine Driven, Self Priming
- Submersible
  - Dewatering

## Field Services



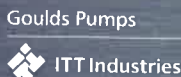
**FIELD REPAIR** — All makes and models of compressors, pumps and blowers

### PREVENTATIVE MAINTENANCE

**PREDICTIVE MAINTENANCE** — Vibration Analysis, Laser Alignment, Oil Sampling, Infrared Thermography, Field Balancing, ProSmart Condition Monitoring

**AIR AUDITS** — Energy Savings, Leak Detection, Point of Use, Air Audits





## Five locations in the tri-state area



- Ohio**
- Sales
  - Warehouse
  - Repairs
  - Rental Depot

- West Virginia**
- Sales
  - Warehouse
  - Repairs

- Pennsylvania**
- Headquarters
  - Sales
  - Warehouse
  - Repairs
  - Machine Shop
  - Rental Depot

## Authorized Distributor for:

**Pumps**

- ARO
- ABEL
- Illis Chalmers
- Ilweiler
- qua Blast
- JM
- orken
- ekker Vacuum
- MC
- vbroc
- &L
- orman-Rupp
- oulds
- ydri
- IO
- ngersoll Rand
- T
- MI
- arlow
- orris
- TH
- ational Oilwell

- Pulsafeeder
- Richter
- Roto-Jet
- Ruhrpumpen
- Toyo
- Tuthill
- Vertiflo
- Vogelsang
- Zenith

**Compressors**

- Corken
- Curtis Toledo
- Ingersoll Rand
- Teledyne Sprague

**Blowers**

- Ingersoll Rand
- Dresser Roots
- Hibon
- Republic

**Pump Accessories**

**Dryers & Filters**

- Ingersoll Rand
  - Hankison
  - Deltech
  - Flair
  - SPX
- Compressor Accessories**
- ARO
  - ARTX
  - Basco
  - Brunner Engineering
  - Drain-All, Inc.
  - Steel Fab

**Process Equipment**

- Chemineer
- Edlon
- Greerco
- Kenics
- Pfautler

We sell only the highest-quality products from...



Roots



**Fybroc Division**



Goulds Pumps



A Colfax Business Unit



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A Unit of IDEX Corporation

