



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 6

List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 383642

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0313

Vendor ID: 

SO Doc ID: DEP1800000025

Legal Name: PHOENIX SOLUTIONS LLC


Published Date: 7/2/18

Alias/DBA:

Close Date: 7/17/18

Total Bid: \$49,500.00

Close Time: 13:30

Response Date: 

Status: Closed

Apply Default Values to Commodity Lines

View Procurement Folder



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 383642

Solicitation Description : Addendum 1 - OSR Cationic Emulsion Liquid Polymer-Open End

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2018-07-17 13:30:00	SR 0313 ESR06181800000005947	1

VENDOR
VS0000013561 PHOENIX SOLUTIONS LLC

Solicitation Number: CRFQ 0313 DEP1800000025

Total Bid : \$49,500.00 **Response Date:** 2018-07-13 **Response Time:** 12:47:03

Comments: Discount will be offered based on payment received within 10 days of delivery of product to specified site, discount based on meeting payment offering within 10 days to be valid.

FOR INFORMATION CONTACT THE BUYER
 Brittany E Ingraham
 (304) 558-2157
 brittany.e.ingraham@wv.gov

Signature on File	FEIN #	DATE
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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	Cationic Emulsion Polymer	30000.00000	LB	\$1.650000	\$49,500.00

Comm Code	Manufacturer	Specification	Model #
47131910			

Extended Description :	Cationic Emulsion Polymer delivered to Omega Mining
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Comments: Certificate Holder on COI will be named as WV DEP would like, if we win bid. No delivery fee, lead time 10 days, \$1.65# PE 6070, report included, use cost calculator, resume to include 5 years experience, SWAM form, vendor preference form for 2.5% in state, SDS included, addendum No.1 along with the formal bid. Please call with questions. Thank you. Jay Clingenpeel, Phoenix Solutions, 724-914-7400



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

State of West Virginia
 Request for Quotation
 07 - Chemicals

Proc Folder: 383642

Doc Description: Addendum 1 - OSR Cationic Emulsion Liquid Polymer-Open End

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-07-02	2018-07-17 13:30:00	CRFQ 0313 DEP1800000025	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:

Phoenix Solutions, LLC
 1910 Dents Run Road
 Morgantown, WV 26501
 304-212-4700

FOR INFORMATION CONTACT THE BUYER

Brittany E Ingraham
 (304) 558-2157
 brittany.e.ingraham@wv.gov

Signature  FEIN # 82-0777715 DATE July 9, 2018

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.

Request for Quotation

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

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV26416 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Cationic Emulsion Polymer	30000.00000	LB	1.65	49,500.00

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

Extended Description :

Cationic Emulsion Polymer delivered to Omega Mining

SOLICITATION NUMBER: CRFQ DEP1800000025
Addendum Number: No.01

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

The purpose of this addendum is to publish the following:

1. Pre-bid sign-in sheet
2. Vendor questions and Agency responses from the pre-bid meeting

Be advised that the vendor question deadline has not changed. Please refer to page 5, item 4 of the solicitation documents.

No other changes.

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

Terms and Conditions:

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

ATTACHMENT A

REQUEST FOR QUOTATION NO. CRFQ 18*25

SIGN IN SHEET

Cationic Emulsion Liquid Polymer

PLEASE PRINT

Date: June 27, 2018

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

6/27/18 *Mark - Duckey*

TELEPHONE & FAX NUMBERS

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Phoenix Solutions</u>	<u>1910 Dent's Run Rd</u>	PHONE <u>304-212-4700</u>
Rep: <u>Jay Clingenpeel</u>	<u>Morgantown, WV 26501</u>	TOLL FREE <u>-</u>
Email Address: <u>jclingenpeel@phxsns.com</u>		FAX <u>NA</u>
Company: <u>SYNTHEX ORGANICS</u>	<u>901 9TH ST</u>	PHONE <u>412-310-9498</u>
Rep: <u>DAVE VRABLE</u>	<u>IRWIN, PA 15642</u>	TOLL FREE
Email Address: <u>DAVE.VRABLE@SYNTHEXORGANICS.NET</u>		FAX
Company:		PHONE
Rep:		TOLL FREE
Email Address:		FAX
Company:		PHONE
Rep:		TOLL FREE
Email Address:		FAX
Company:		PHONE
Rep:		TOLL FREE
Email Address:		FAX

**Addendum #1 - Questions During the Pre-Bid Conference For
Cationic Emulsion Liquid Polymer-Open End
DEP18*25**

The following questions were identified at the Pre-Bid Conference (PBC) conducted on-site on June 27, 2018 and questions received from DEP Procurement. *The answers and clarifications provided herein take precedence over verbal answers at the PBC and previously provided specifications and descriptions provided in the Solicitation should there be any conflicts between the two.*

- Q1.** Is there an invoice format that we need to use? Where do we send the invoice?
A1. No formal invoice format. Send the invoices to WVDEP Special Reclamation, 47 School St, Philippi, WV 26416.
- Q2.** What is a typical lead time to supply the polymer?
A2. Typically, standard orders are within 20 calendar day and emergency orders are within 10 calendar days per the Technical Specifications. On a rare occasion, the polymer may be requested in 5 days.
- Q3.** Would you need more than 1 tote of polymer in more than one location?
A3. Yes, it is possible we may need polymer in several various locations at any given time.
- Q4.** Are any special trucks needed for delivery?
A4. Per our specifications, a truck with a lift gate is required.
- Q5.** Will the Vendor be able to come back and Jar test with the DEP representative?
A5. No, due to the blackout period the Vendor will not be allowed to be present for the Jar testing that is conducted as described in 3.1.1.11.1.

CLARIFICATIONS

1. There is clarification on the Jar test procedure that will be used to determine the polymer usage. During the Pre-bid meeting, it was stated that we would add 10 ml of polymer to 1000 ml of water to make the 1% stock solution. Then for every ml of stock solution added to 1L sludge, that would equal 1 ppm. The correction is: It should be 1 ml of polymer to 1L to get the stock solution. Then for every 1 ml of stock solution added to the 1L of sludge, that equals 1 ppm. For example: 50 ml of stock solution would equal 50 ppm.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

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

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

Addendum Numbers Received:

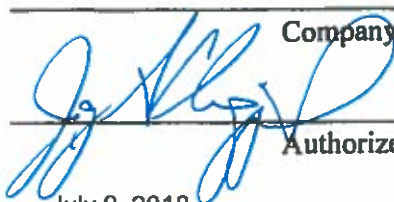
(Check the box next to each addendum received)

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

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

Phoenix Solutions, LLC

Company



Authorized Signature

July 9, 2018

Date

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



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

State of West Virginia
 Request for Quotation
 07 - Chemicals

Proc Folder: 383642

Doc Description: Addendum 1 - OSR Cationic Emulsion Liquid Polymer-Open End

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-07-02	2018-07-17 13:30:00	CRFQ 0313 DEP1800000025	2

BID RECEIVING LOCATION

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

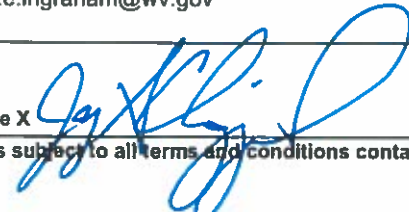
VENDOR

Vendor Name, Address and Telephone Number:

Phoenix Solutions, LLC
 1910 Dents Run Road
 Morgantown, WV 26501
 304-212-4700

FOR INFORMATION CONTACT THE BUYER

Brittany E Ingraham
 (304) 558-2157
 brittany.e.ingraham@wv.gov

Signature X  FEIN # 82-0777715 DATE July 9, 2018

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.

Request for Quotation

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INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
PHILIPPI	WV26416	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Cationic Emulsion Polymer	30000.00000	LB	1.65	49,500.00

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

Extended Description :

Cationic Emulsion Polymer delivered to Omega Mining

DEP1800000025	Document Phase Final	Document Description Addendum 1 - OSR Cationic Emulsion Liquid Polymer-Open End	Page 3 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:

Omega Mining Site
2482 Grafton Road
June 27, 2018 at 10:00AM

Bidders will collect raw AMD water pH adjusted with lime slurry for testing. Bidder must provide own collection containers (5 gallon buckets with a lid that seals recommended).

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: July 6, 2018 at 9:00 AM EDT

Submit Questions to: Brittany Ingraham

2019 Washington Street, East

Charleston, WV 25305

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

Email: Brittany.E.Ingraham@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: Brittany Ingraham
 SOLICITATION NO.: CRFQ DEP1800000025
 BID OPENING DATE: July 17, 2018
 BID OPENING TIME: 1:30 PM EDT
 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 of 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: July 17, 2018 at 1:30 PM EDT

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. ALTERNATE MODEL OR BRAND: Unless the box below is checked, 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.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

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 be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

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.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

Term Contract

Initial Contract Term: This Contract becomes effective on _____
Award _____ and extends for a period of _____
One (1) _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____
Three (3) _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____
successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

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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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

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

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

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

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. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: One Million (1,000,000.00) per occurrence.
- Automobile Liability Insurance** in at least an amount of: One Million (1,000,000.00) per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.
- Cyber Liability Insurance** in an amount of: _____ per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance** in an amount of: _____ per occurrence.
- Aircraft Liability** in an amount of: _____ per occurrence.
- Aggregate Insurance - One Million (1,000,000.00)**
-
-
-

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

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

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn. signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

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

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

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

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

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

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

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

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

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

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6, i.e., Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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

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

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

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

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

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

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

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

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

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

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

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

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

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

Revised 06/08/2018

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.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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.

Jay A Clingenpeel, Owner / Vice President

(Name, Title)

Jay A Clingenpeel, Owner / Vice President

(Printed Name and Title)

1910 Dents Run Road, Morgantown, WV 26501

(Address)

304-212-4700 / NA

(Phone Number) / (Fax Number)

jclingenpeel@phxsns.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.

Phoenix Solutions, LLC

(Company)

Jay A Clingenpeel, Owner / Vice President

(Authorized Signature) (Representative Name, Title)

Jay A Clingenpeel, Owner / Vice President

(Printed Name and Title of Authorized Representative)

June 26, 2018

(Date)

304-212-4700 / NA

(Phone Number) (Fax Number)

SPECIFICATIONS

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

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

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 “AMD” means acid mine drainage which refers to the acidic water that is created when sulphide minerals are exposed to air and water and, through a natural chemical reaction, produce sulphuric acid.
 - 2.2 “Cationic Emulsion Polymer” means a positive charged water-soluble polymer.
 - 2.3 “Contract Item” or “Contract Items” means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.4 “DEP” means Department of Environmental Protection.
 - 2.5 “Geotextile Dewatering Container” means a large tube [greater than 7.5 feet in circumference] fabricated from high strength engineered textiles in lengths greater than 20 feet. Geotextile containers are used for containment and dewatering of high moisture content sludge and other fine grain material.
 - 2.6 “gpm” means gallons per minute.
 - 2.7 “Jar Test” means a pilot-scale test of the treatment chemicals used in a particular water plant. It simulates the coagulation/flocculation process in a water treatment plant and helps operators determine if they are using the right amount of treatment chemicals, and thus, improves the plant’s performance.
 - 2.8 “mg/L” means milligrams per liter.
 - 2.9 “OSR” means Office of Special Reclamation.

- 2.10 “Polymer” means a chain or network of single units (monomers) strung together. In wastewater treatment applications, it is used to separate suspended solids from water.
- 2.11 “Pricing Pages” means the schedule of prices, estimated order quantity, and totals contained in wvOASIS and used to evaluate the Solicitation responses.
- 2.12 “SDS” means Safety Data Sheet. It contains information on the potential health effects of exposure to chemicals, or other potentially dangerous substances, and on safe working procedures when handling chemical products.
- 2.13 “Solicitation” means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

3. GENERAL REQUIREMENTS:

3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide the Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1.1 Cationic Emulsion Polymer for sludge dewatering and settling delivered to various Water Treatment Facilities.

3.1.1.1 Vendor shall have five (5) years of experience using polymers in geotextile dewatering applications in order to have the knowledge of the appropriate blend of polymers to treat the AMD water at the facilities. Proof of experience should be submitted with bid but must be submitted prior to award.

3.1.1.2 Vendor shall be the manufacturer of the specific product being offered or the manufacturer’s sole authorized representative for this bid. Manufacture is defined as conducting the actual polymerization of monomers into the specific polymer being offered.

3.1.1.3 Vendor shall include shipping charges within the unit price of the polymer.

3.1.1.4 Polymer shall have a minimum shelf life of six (6) months when stored between 40 degrees and 95 degrees Fahrenheit.

3.1.1.5 Polymer must come packaged in both 55-gallon drums and 275-gallon totes for storage and dispensing at the treatment facility.

- 3.1.1.6** Polymer feed rates must not exceed the acute toxicity to fish per the product's SDS. Vendor must supply SDS with each delivery.
- 3.1.1.7** A Prebid meeting will be held at the Omega Mine facility (refer to Item 3 of "Instructions to Vendors Submitting Bids"). At the Prebid meeting the vendors will collect water samples to conduct their jar testing with their polymer mix.
- 3.1.1.7.1** Jar testing results shall be submitted with the vendors bid. See Instructions to Vendors Items 3.1.1.8 through 3.1.1.10, for details.
- 3.1.1.8** Prior to submission of bids, vendors shall perform jar testing from the water at the Omega Mining site, at their own non-reimbursable expense to determine the number of milligrams per liter of polymer needed for settling and dewatering AMD and the price per pound.
- 3.1.1.9** The dewatering and settling applications results will be based on the filtrate shall be less than 3.0 mg/L Total Iron and 0.43 mg/L Total Aluminum. The dewatering polymer shall treat sludge pumped to the geotextile dewatering containers at a maximum rate of 170 gpm.
- 3.1.1.10** Jar test results must be submitted with vendors submitted bid response.
- 3.1.1.11** Within 5 days of the bid opening, the vendors shall provide, at no cost to the WVDEP, a minimum of one (1) gallon of the polymer along with the dosage information needed to corroborate the vendor's jar test results that were submitted with the bid.
- 3.1.1.11.1** The one gallon of polymer must be shipped or delivered to the WVDEP Philippi Office located at 47 School Street Suite 301, Philippi, WV 26416 within 5 days of the bid opening. Failure to submit sample product for the full-scale evaluation in accordance to this section will disqualify the BIDDER from further consideration.

Prior to award a WVDEP representative will test the polymers submitted by the vendors at the Omega Facility to validate the vendors test results submitted. Procedure for evaluating the polymer will be as follows.

The jar test will be performed by WVDEP staff using water at the Omega Facility. The tests will be replicated

based upon the vendors test results using the dosage of polymer required to reach the results stated in 3.1.1.8. Staff will add the vendor recommended amount of polymer to the facility's water and record the results.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide the Agency with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that meets the specifications set forth in this RFQ. Award will be given to the vendor whose polymer has proven to meet the requirements at the lowest overall total bid amount by the Use Cost Analysis Calculator (Exhibit A). Exhibit A is only for vendor reference not for vendor use.

4.2 Pricing Pages: Vendor shall complete the Pricing Pages by bidding on each of the line items (with units listed). Vendor shall complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

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

Vendor shall electronically enter the information into the Pricing Pages through wvOASIS. Vendors can download the electronic copy of the Pricing Pages from the wvOASIS Vendor Self-Service website. If responding with a paper bid, Vendors should download and/or print the assembled CRFQ document (with the highest version number) from wvOASIS and insert their unit price and extended cost for each line item.

5. ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

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

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders within twenty (20) calendar days after orders are received. Vendor shall deliver emergency orders within ten (10) calendar days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

6.2 Delivery Locations: Delivery shall be made on site to: Omega Mining near Morgantown in Monongalia County, T&T Fuels near Albright in Preston County, Larosa Fuels near Fairmont in Marion County, Decondor Coal near Kingwood in Preston County, and Greendale Coal near Bintree in Clay County, Daugherty Coal near Masontown in Preston County, and DLM Coal near Adrian in Upshur County. Additional Water Treatment Facilities may be added as they are established.

6.3 Vendor must have a lift gate for offloading at delivery location. All deliveries will be made Monday – Friday between the hours of 8am – 4pm. Vendor must provide the WVDEP/OSR staff 24-hour advanced notice prior to delivery.

6.4 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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

6.5 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

6.6 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency

with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

- 6.7 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

- 7.1** The following shall be considered a vendor default under this Contract.
- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
 - 7.1.2** Failure to comply with other specifications and requirements contained herein.
 - 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 7.1.4** Failure to remedy deficient performance upon request.
- 7.2** The following remedies shall be available to Agency upon default.
- 7.2.1** Immediate cancellation of the Contract.
 - 7.2.2** Immediate cancellation of one or more release orders issued under this Contract.
 - 7.2.3** Any other remedies available in law or equity.

8. MISCELLANEOUS:

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

- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Jay A Clingenpeel

Telephone Number: 304-212-4700

Fax Number: NA

Email Address: jclingenpeel@phxsns.com

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education; Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Phoenix Solutions, LLC Address: 1910 Dents Run Road
Morgantown, WV 26501

Name of Authorized Agent: Jay A Clingenpeel Address: 1910 Dents Run Rd, Morgantown, WV 26501

Contract Number: CRFQ 0313 DEP1800000025 Contract Description: OSR Cationic Emulsion Liquid Polymer

Governmental agency awarding contract: West Virginia DEP Office of Special Reclamation

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

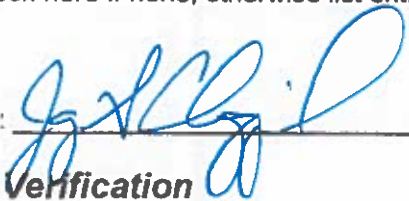
Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: 

Date Signed: June 26, 2018

Notary Verification

State of West Virginia, County of Monongalia

I, Jay A Clingenpeel, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 26th day of June, 2018


 Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____
 Date submitted to Ethics Commission: _____
 Governmental agency submitting Disclosure: _____



STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: Phoenix Solutions, LLC

Authorized Signature: [Signature] Date: June 26, 2018

State of West Virginia

County of Monongalia, to-wit:

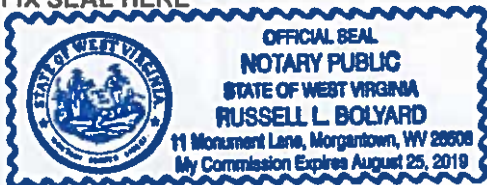
Taken, subscribed, and sworn to before me this 26th day of June, 2018

My Commission expires August 25th, 2019

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

Purchasing Affidavit (Revised 01/19/2018)





**OSR Cationic Emulsion Liquid Polymer
CRFQ 0313 DEP1800000025
Omega Mine Site Report
Morgantown, WV
Report Date: 5 July 2018**





Phoenix Solutions
1910 Dents Run Road
Morgantown, WV 26501

Mr. Mark T. Dickey
West Virginia Department of Environmental Protection
Office of Special Reclamation / Division of Land Restoration
47 School Street, Suite 301
Philippi, WV 26416

July 5, 2018

Subject: Omega Mine Site
Cationic Emulsion Polymer Qualification
Phoenix PE 6070

Dear Mr. Dickey:

Phoenix Solutions conducted a sampling and survey of water located at your Omega Mine Site. The purpose of collection and sampling was to determine the proper treatment protocol for metals removal, concerning the, OSR Cationic Emulsion Liquid Polymer-Open End, CRFQ 0313 DEP 1800000025. Omega Site is particularly focused on lowering effluent iron filtrate levels to less than 3.0 mg/L and aluminum filtrate levels to less than 0.43 mg/L, with colloid solid separation and settling. The survey was conducted systematically using a standard bench test method. The results for each test are shown in this report.

Addendum 1 – Stock solutions were created for testing with regards to the notification of Addendum 1.

Final test results show Phoenix PE 6070 performed by quick separation, settling, and low feed rates. Thus, allowing a more competitive use cost basis per daily treatment of chemical used and more efficient use of product for a solid sludge blanket for transfer to the geotextile tube bags for dewatering.

It has been a pleasure working to qualify products for Omega Mine Site and for the upcoming Program Development for the Office of Special Reclamation; thank you for the opportunity to be of service to WV DEP Office of Special Reclamation. After our site survey and sample collection work, we are confident that we can provide a water management solution that improves your overall operation and allows for lower metals in your effluent to meet current discharge permit levels on a more economic scale.

Should you have any questions regarding our findings, please do not hesitate to contact our team at Phoenix Solutions.

Sincerely,

Jay A. Clingenpeel
Vice President
Phoenix Solutions
304.212.4700 office
724.914.7400 mobile
jclingenpeel@phxsns.com

Omega Mine Testing Summary

Water samples were collected from the intake at the clarifier, as well as, the solids sample inside the plant at the Omega Mine Site. The objective is for testing to show the benefit of continuous usage of Phoenix PE 6070 for economic savings through use cost basis and improve overall performance and maximize your percent solids, both in the settling and de-watering sludge operations in your operations.

Jar test were completed with varying chemical feeds and rates.

Jar test protocol was as follows;

1. 30-second rapid mix
2. 8-minute slow mix
3. 30-minute settling time

Jars reflected in pictures are shown as;

- Jar 1 (one) – Phoenix PE 6070 at 4 mg/L – Settled Water
- Jar 1 (one) – Phoenix PE 6070 at 9 mg/L – Solids/De-watering Water

The treatment protocol includes lime slurry for pH adjustment, proprietary blended polymer. Various feed rates for both settled and de-watering sludge protocols were conducted with specific results shown.

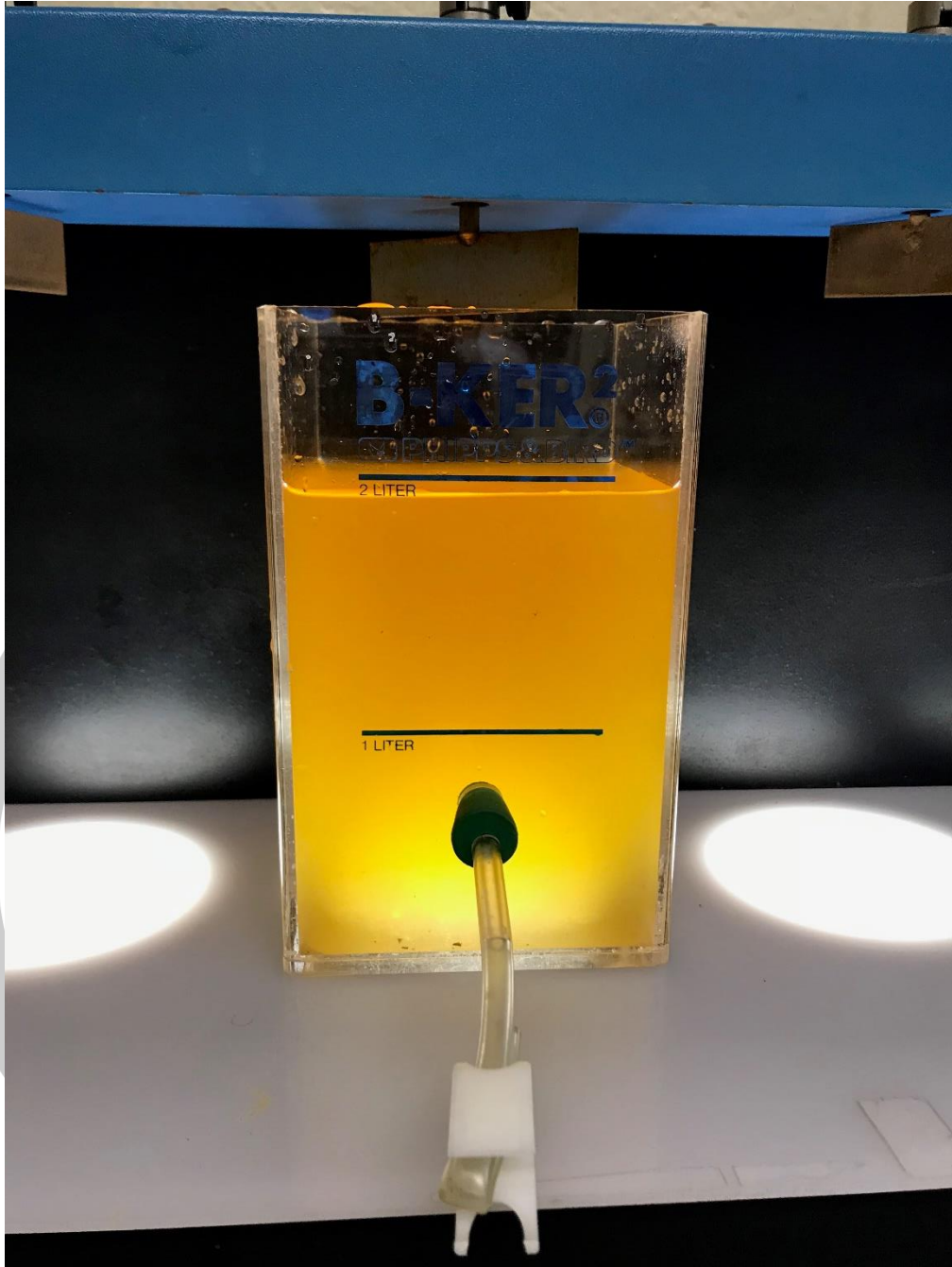
Pictures are provided to show the stages of the jar test, flocculation process and settled water. The pictures are labeled to represent each jar corresponding to each treatment protocol based on varying feed rates.

Diagrams are provided to show the improvements for each jar test completed, shown in mg/L.

Financial information has been provided in this report to show the economic and performance benefit of Phoenix PE 6070.

Results and Discussion

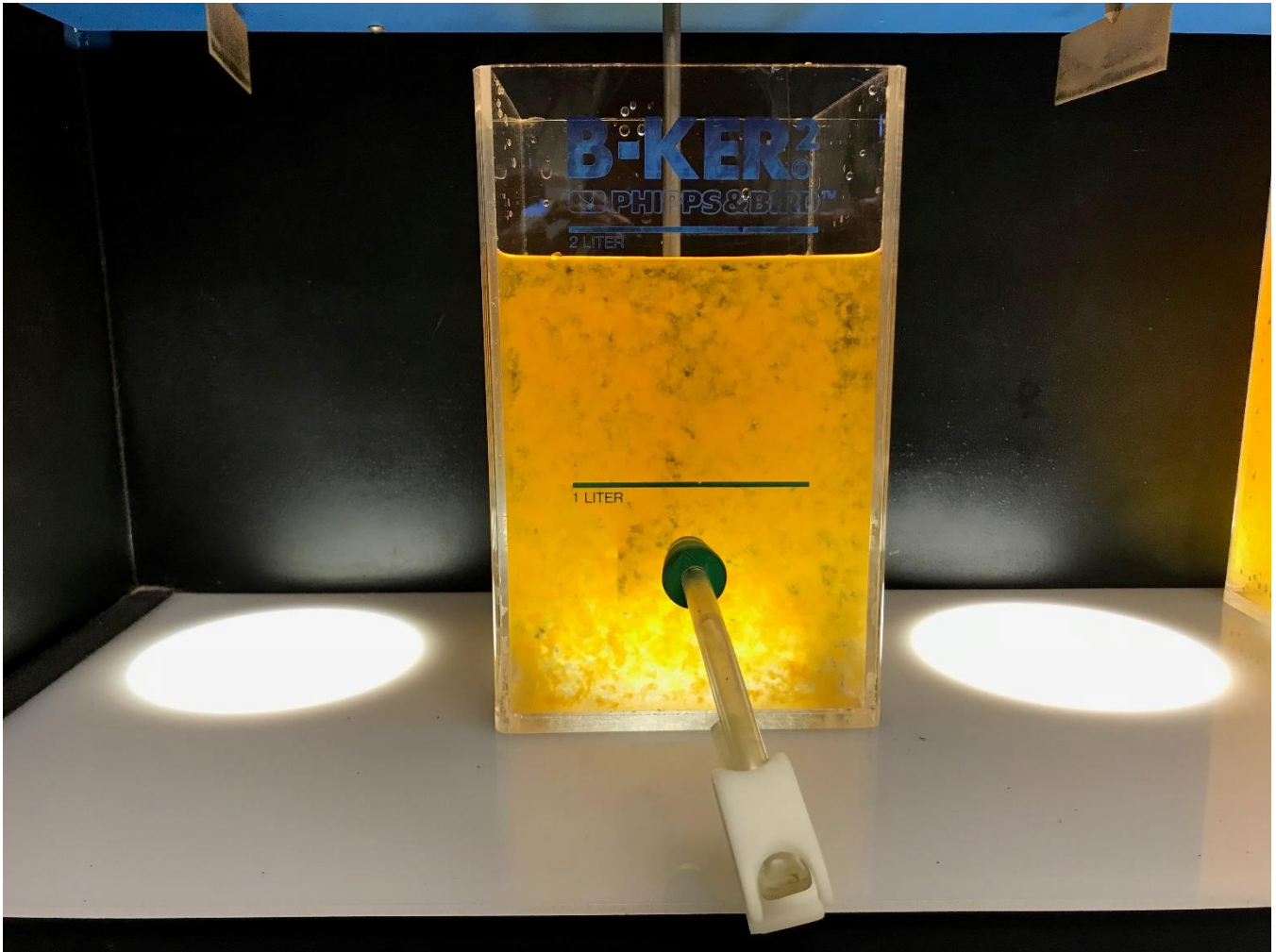
The results are shown on following pages.





Initial 30 Second Rapid Mix – Settled Water

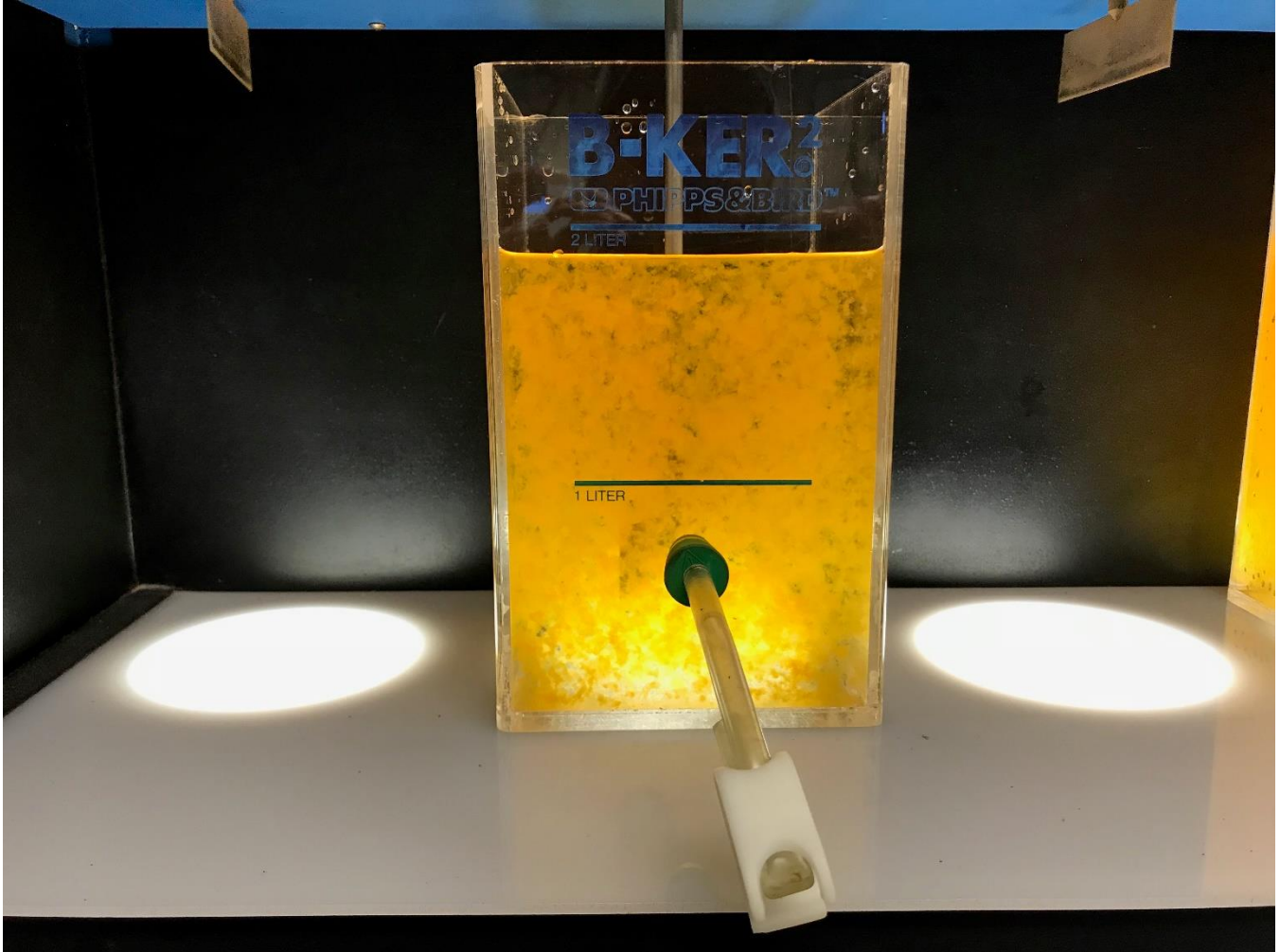
- Jar 1 (one) – Phoenix PE 6070 at 4 mg/L





8 (Eight) Minute Slow Mix – Settled Water

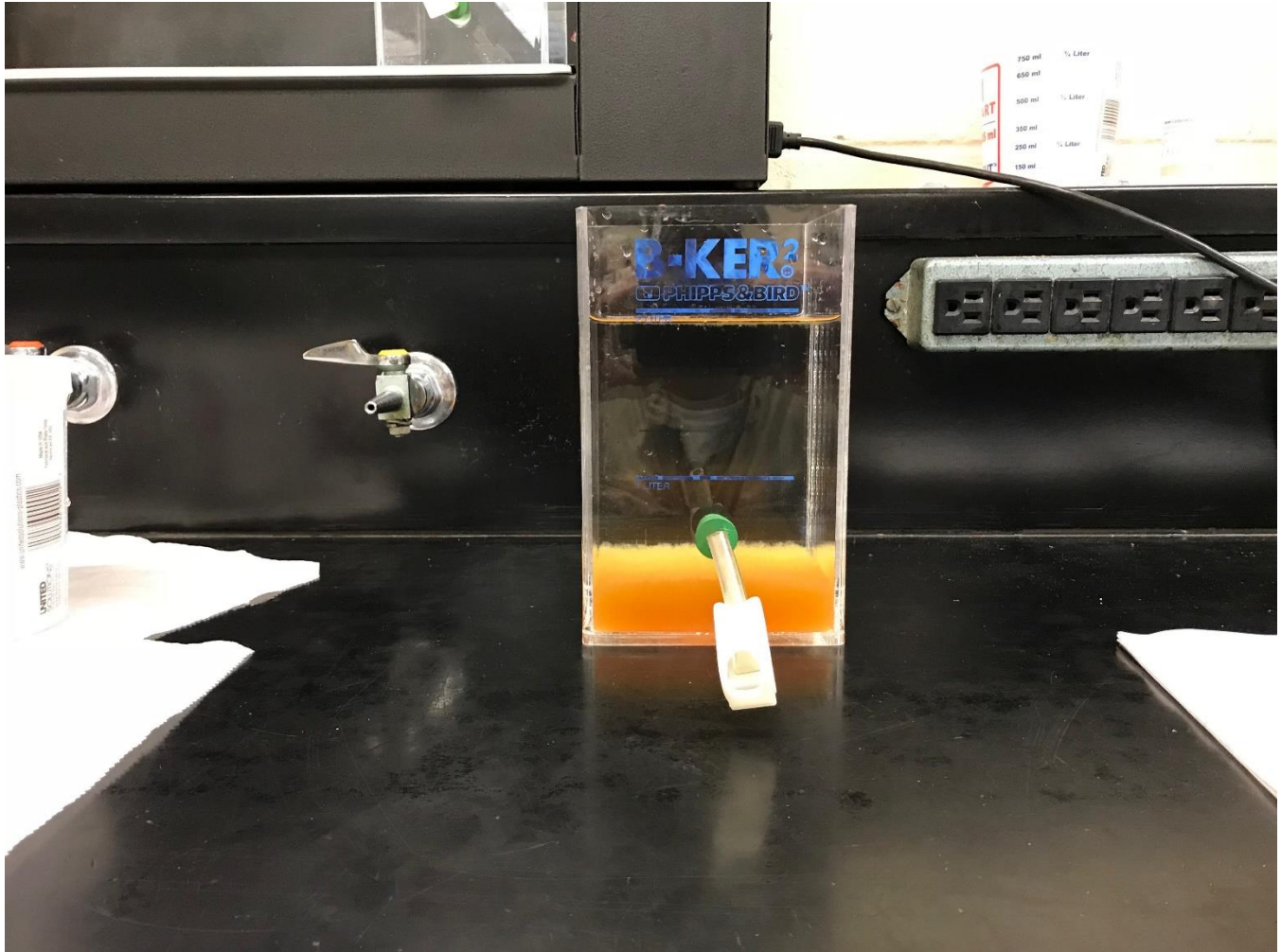
- Jar 1 (one) – Phoenix PE 6070 at 4 mg/L

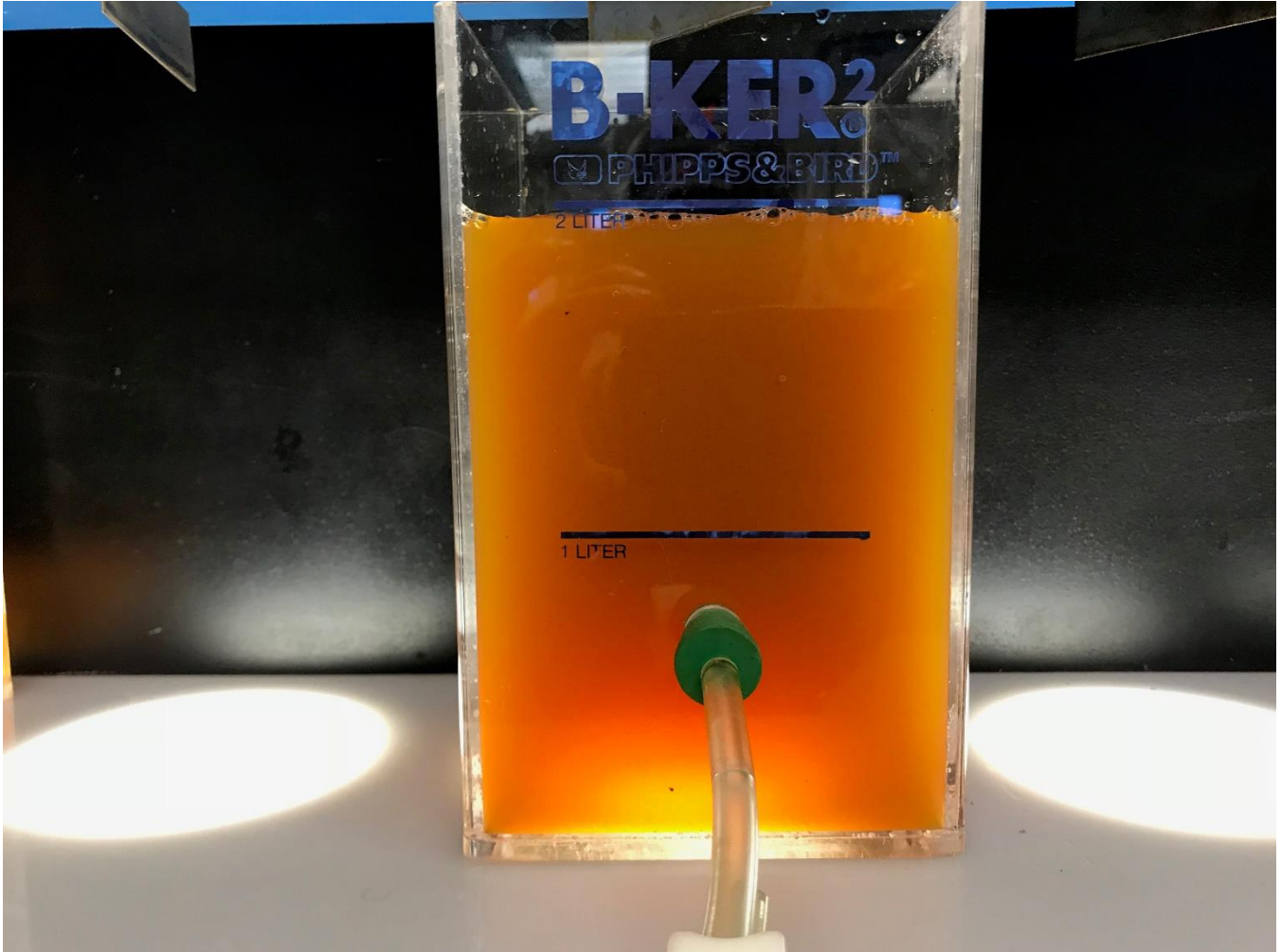




30 (Thirty) Minute Settling Time – Settled Water

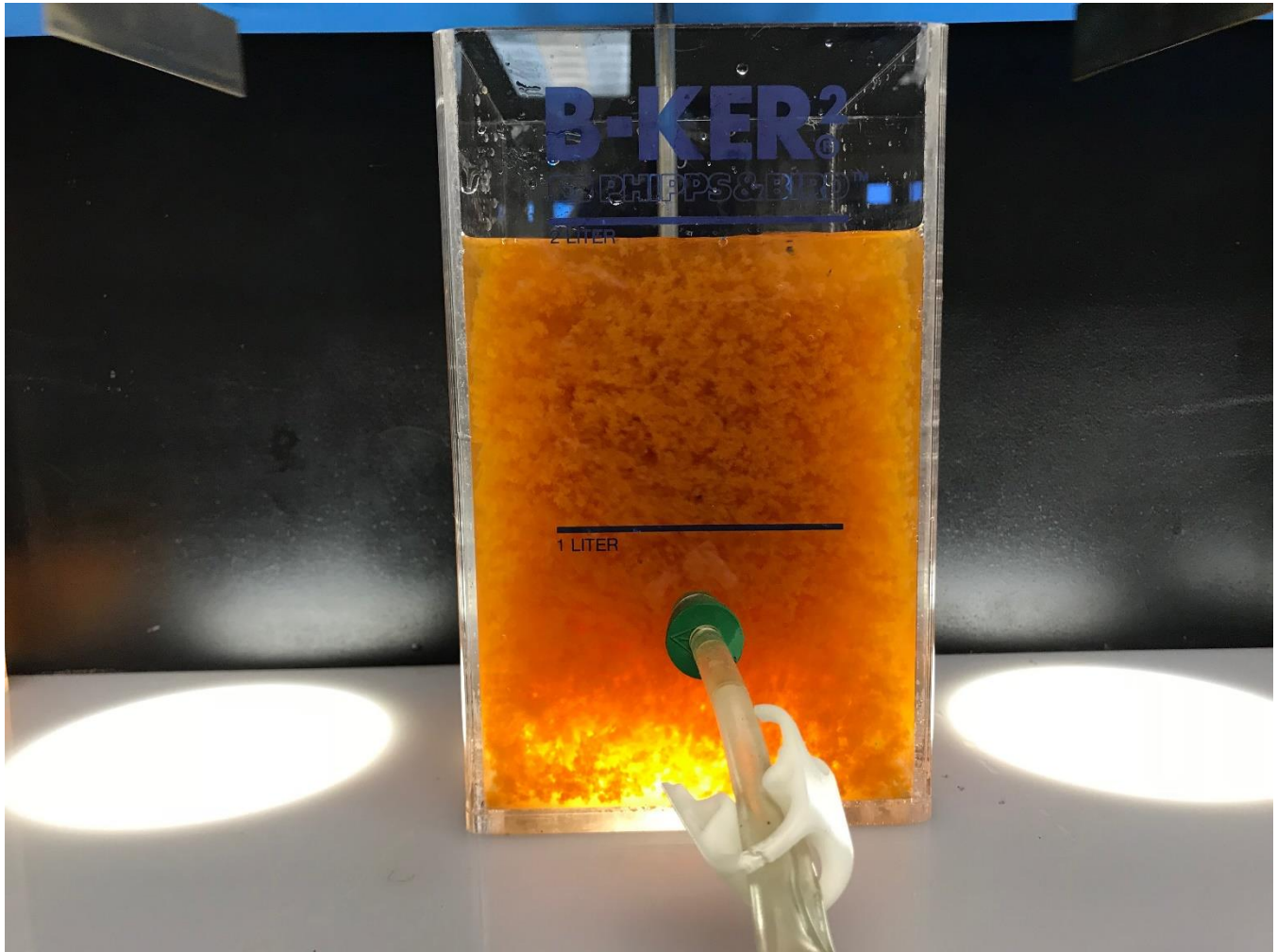
- Jar 1 (one) – Phoenix PE 6070 at 4 mg/L





Initial 30 Second Rapid Mix – Solids De-Watering Water

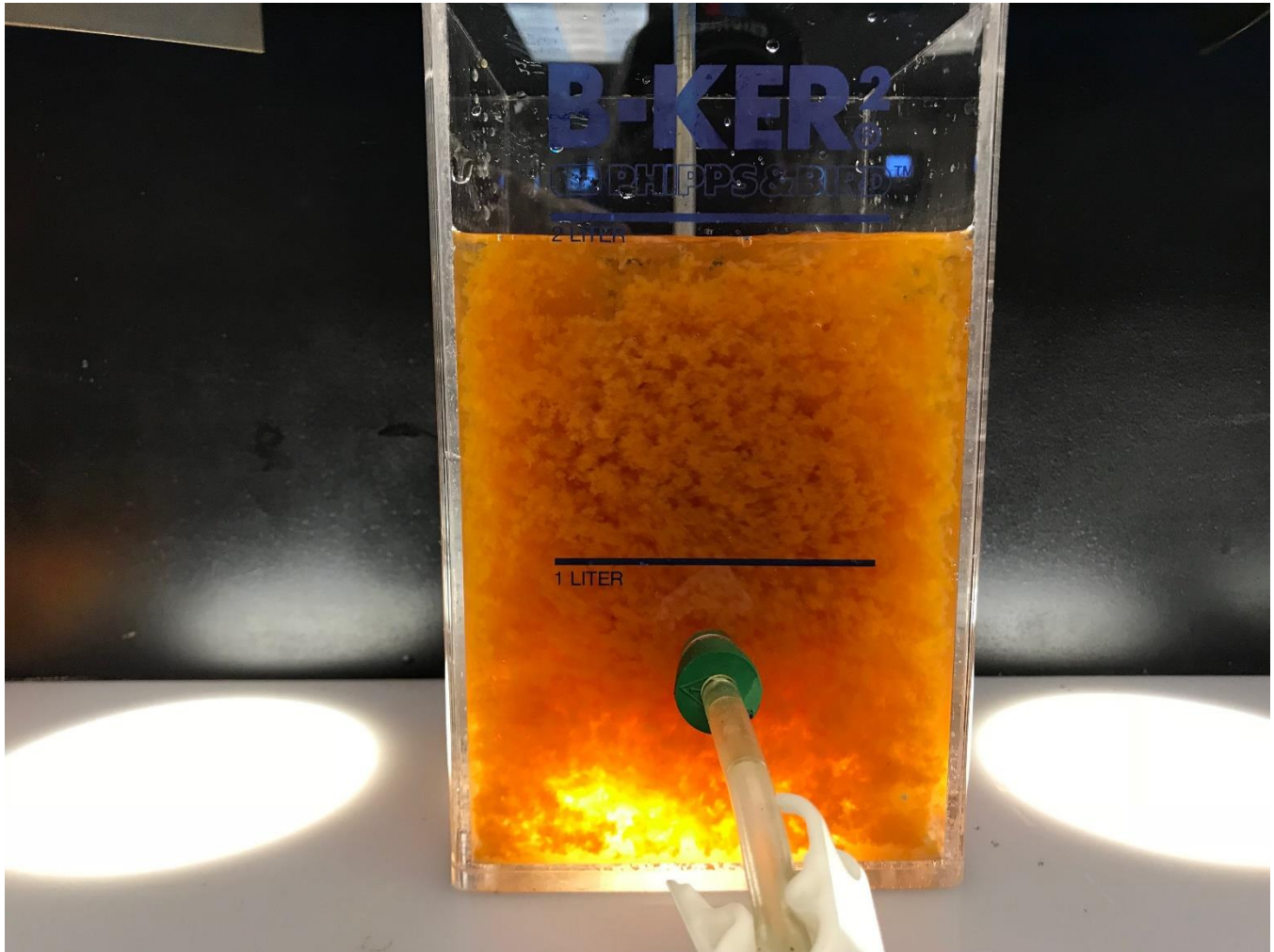
- Jar 1 (one) – Phoenix PE 6070 at 9 mg/L





8 (Eight) Minute Slow Mix – Solids De-Watering Water

- Jar 1 (one) – Phoenix PE 6070 at 9 mg/L



30 (Thirty) Minute Settling Time – Solids De-Watering Water

- Jar 1 (one) – Phoenix PE 6070 at 9 mg/L





Financials

Cost analysis is provided showing treatment protocols for both settled and sludge/de-watering feed rates. Feed rate calculations and financial information is based on 170 gallons per minute of current maximum flow.

Feed Rate Calculation

Daily Usage	Phoenix PE 6070 Settled Water	Gallons Per Day Flow	Phoenix PE 6070 Gals/Day Usage Settled Water
Usage Basis	4 mg/L	244,800	.97-Gals Day

Daily Usage	Phoenix PE 6070 Solids/De-Watering	Gallons Per Day Flow	Phoenix PE 6070 Gals/Day Usage Solids/De-watering
Usage Basis	9 mg/L	244,800	2.20-Gals Day

Program Treatment Cost

Daily Cost	Cost/#	Daily Cost	Yearly Treatment Cost
Phoenix PE 6070 Settled Water	\$1.65/#	\$13.47	\$4,918.29
Phoenix PE 6070 Solids/De-watering	\$1.65/#	\$30.32	\$11,066.16

Use Cost Calculator

Settled Clarifier Water - Use Cost Analysis Calculator									
Product	Tested mg/L	Polymer Price Per #	Gallons Per Minute (GPM)	Gallons Per Day (GPD)	Gallons Per Year (GPY)	Daily Cost	Yearly Cost	Cost Per Treated Gallon	
Phoenix PE 6070	4	\$ 1.65	170	244,800	89,352,000	\$ 13.47	\$ 4,918.29	\$ 0.0000550	

Solids/De-watering Water - Use Cost Analysis Calculator									
Product	Tested mg/L	Polymer Price Per #	Gallons Per Minute (GPM)	Gallons Per Day (GPD)	Gallons Per Year (GPY)	Daily Cost	Yearly Cost	Cost Per Treated Gallon	
Phoenix PE 6070	9	\$ 1.65	170	244,800	89,352,000	\$ 30.32	\$ 11,066.16	\$ 0.0001238	

Program treatment and feed rates can vary, the cost modeling is for illustration purpose only, as in field raw water quality, pump speed and operations, can vary feed rates needed to properly treat the water as needed. As illustrated, proper treatment protocol along with proper qualification of products can have an overall use cost savings and performance impact for percent solids removal with an overall lower daily treatment cost.

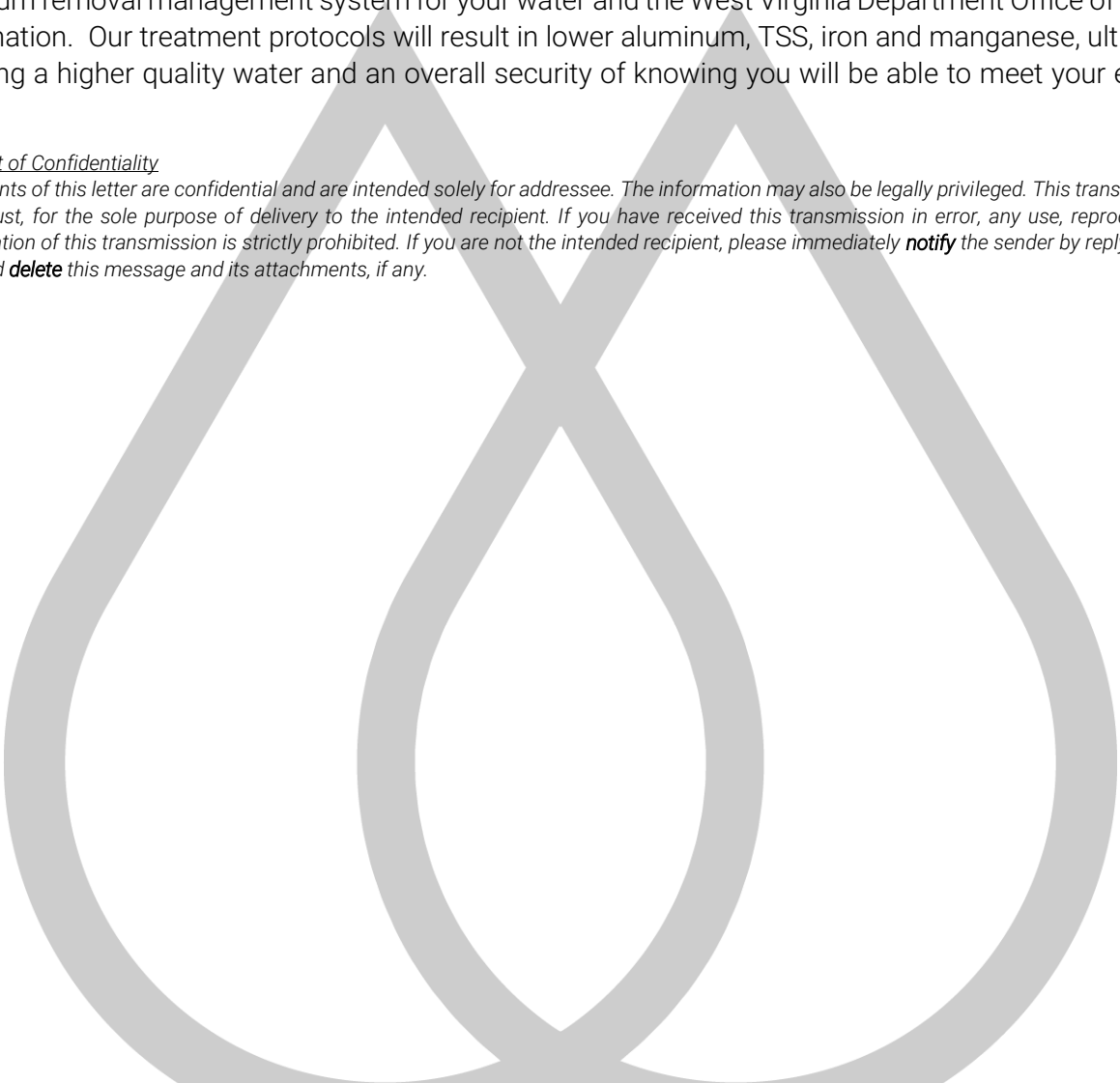


Phoenix PE 6070 tested as a positive for both use cost savings and overall increase in performance in percent solids settled, in both the settled water for the clarifier and for the solids de-watering removal for the geotextile bags.

We believe we have developed a great plan to help address the shortcomings of the current iron and aluminum removal management system for your water and the West Virginia Department Office of Special Reclamation. Our treatment protocols will result in lower aluminum, TSS, iron and manganese, ultimately providing a higher quality water and an overall security of knowing you will be able to meet your effluent limits.

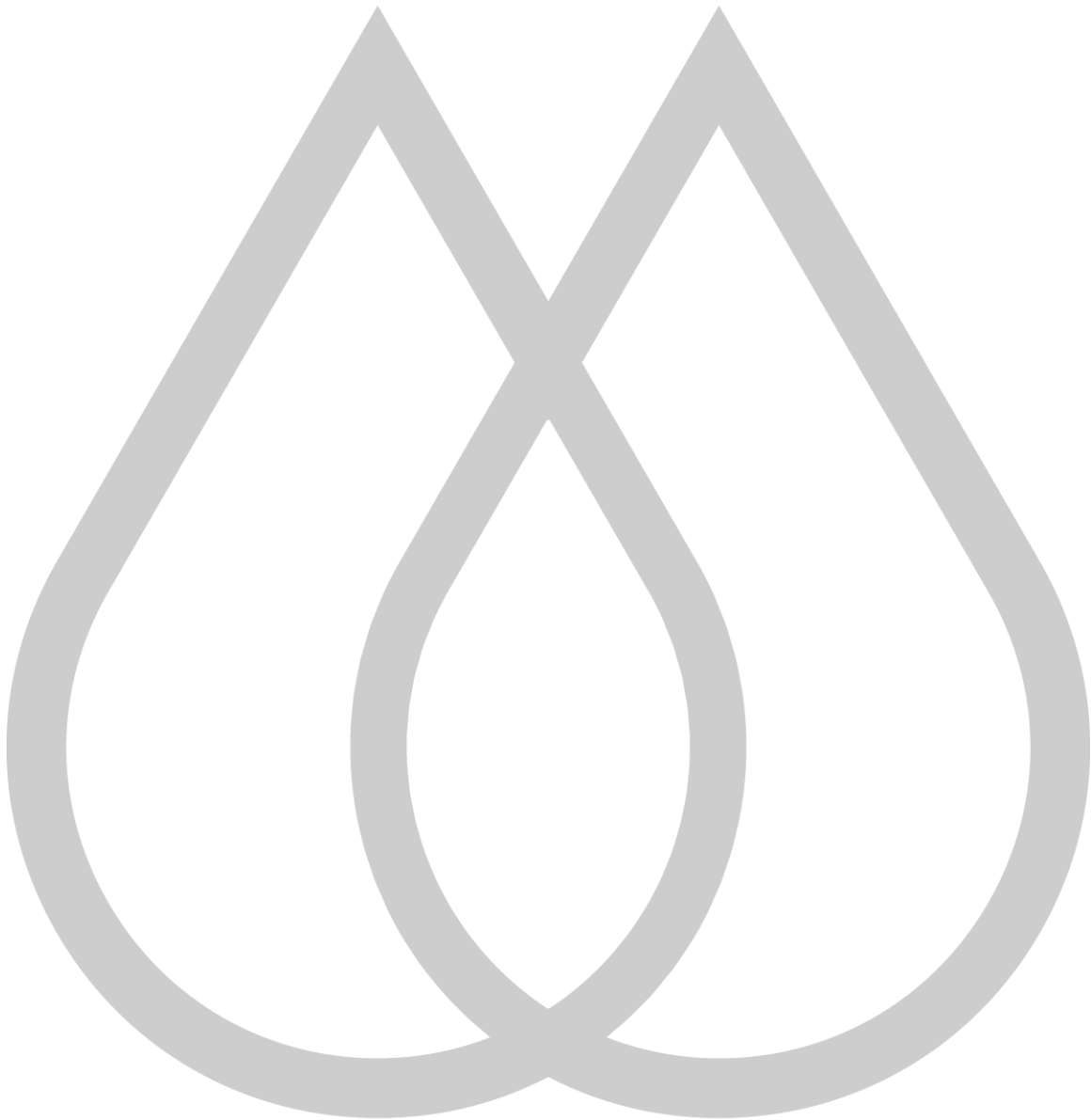
Statement of Confidentiality

*The contents of this letter are confidential and are intended solely for addressee. The information may also be legally privileged. This transmission is sent in trust, for the sole purpose of delivery to the intended recipient. If you have received this transmission in error, any use, reproduction or dissemination of this transmission is strictly prohibited. If you are not the intended recipient, please immediately **notify** the sender by reply e-mail or phone and **delete** this message and its attachments, if any.*



This concludes the **Omega Mine Site Report**

For additional inquiries, please contact Phoenix Solutions
304.212.4700



Jay A. Clingenpeel

Professional Summary

Business Development Professional with more than 20 years' experience, 18 years to the chemical distribution, clean coal processing, AMD treatment and oil/gas industry.

Work History

Vice President

Phoenix Solutions, LLC

03/2017 – Present

- Chemical distribution company targeting small to medium municipal, industrial water/waste treatment, oil and gas industries.
- AMD aid in polymer, chemical qualification, feed rate applications which aid in meeting discharge permits.

Vice President

Klear, LLC

10/2015 – 01/2017

- Attend and actively participate in senior staff meetings, offering ideas, insights and recommendations on policies, staffing, client services, new business opportunities.
- Identify new business opportunities, participate in new business ventures and assist in drafting new business proposals as well as responsible to expand and/or renew existing accounts.

National Sales Manager

Dober Chemical Company

07/2014 – 10/2015

- Drive development of sales processes, procedures and organizational goals. Partner with peer sales leaders to share best practices, key business insights and industry trends in the Oil & Gas National Market.
- Review GO/NO GO Matrix with Executive Board for future uploading of chemical distribution companies supply chain with Dober manufactured products.

Business Development Manager | Radiation Safety Officer

Comtech Industries, Inc.

05/2011 – 07/2014

- Successfully planned and managed all aspects of three business lines to drive sales increase, from \$3 MM in 2011 to expected \$15 MM in 2014.
- Built, negotiated and closed the Naturally Occurring Radioactive Material (NORM) and Vacuum Truck Service contracts with major clientele. Resulting in \$6 MM yearly revenue gain.
- Successfully established Master Service Agreements with major operators in the Marcellus and Utica Shale.
- Responsible for our flowback water treatment and NORM sales business lines and the introduction to the market.
- Developed positive vendor relations while assessing products for inventory of chemicals and needs for the successful completion of the jobs.
- Directed all phases of the NORM and water treatment of flowback projects, from developing, job scheduling, invoicing and commission tracking.
- Worked directly with clients, our Safety Department and Teams to develop and run our Contractor Health Environmental Safety Meetings quarterly.

- Launched monthly executive meetings to facilitate project evaluation and process improvements to increase safety awareness and revenue gain.
- Successfully created and implemented our Contract Compliance Program to ensure all aspects of the contract requirements and performed task were compliant with our client's demands.

Sales Representative

SAL Chemical Company

03/2005 – 05/2011

- Target market included mining, oil and gas, and distribution from servicing mining applications to support commodity distribution.
- Produced substantial revenue growth from \$5.5 MM to \$10.6 MM within 5 years.
- Established and managed largest revenue client within company.
- Built the largest revenue-based territory within company.
- Exceeded monthly sales quotas by more than 10% by pursuing leads and expanding the prospect list.
- Managed Fortune 500 accounts within territory responsibilities.

District Representative

Nalco Chemical Company

09/2004 – 01/2005

- Tried and recommend solidification agents for thickeners and ponds focused on Mining Energy Division.
- Successfully implemented pH report for coal mines when mining in lime shale for efficient use of polymers.
- AMD polymer qualification and applications for acceptable discharge of aluminum and iron levels.

Sales Representative

SAL Chemical Company

04/2000 – 09/2004

- Negotiated \$3.5 MM in sales revenue, increasing sales from \$500K in April 2000 to \$5.5 MM September 2004.
- Target market included mining, oil and gas, and distribution from servicing mining applications to support commodity distribution.
- Communicated regularly with Vice President for strategic planning for targeted accounts.

Education

Bachelor of Arts: Economics

West Virginia State University, Institute, WV



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/17/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

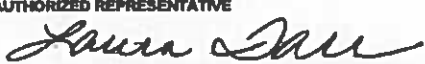
PRODUCER Gilbert's Risk Solutions 30 E. State St., P.O. Box 688 Sharon, PA 16146 Bradley W. Mantzell	724-342-6832	CONTACT NAME: Bradley W. Mantzell PHONE (A/C, No, Ext): 724-342-6832 FAX (A/C, No): E-MAIL ADDRESS: bmantzell@gilbertsriskolutions.com
	INSURER(S) AFFORDING COVERAGE	
INSURED Phoenix Solutions LLC 1910 Dents Run Road Morgantown, WV 25601	INSURER A: State National	
	INSURER B: State National	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		MEB0692717	04/01/2018	04/01/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Pollution					MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		MEC0692717	04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in N/A)					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER WVDEP-1 WV Dept of Environmental Protection Office of Special Reclamation 47 School Street Phillippi, WV 26416	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

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, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; or,
 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.
8. **Application is made for reciprocal preference.**
 Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.

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: Phoenix Solutions, LLC

Signed: 

Date: June 25, 2018

Title: Owner / Vice President

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

Home Support

Employee List

Policy: **EXB1591-0-18** | 06/01/2018 - 06/01/2019 | Active



[Upload your employees](#)

Officers/Owners Employees

[New](#) | [View/Edit](#) | [Delete](#) | [Active](#) | [Inactive](#) | [Include](#) | [Exclude](#) | Active | -- ALL --

<input type="checkbox"/>	EMPLOYEE #	FIRST NAME	LAST NAME	EMPLOYEE TYPE	EXC/INC	CREATED	STATUS
<input type="checkbox"/>	14906	Adam	Freeman	Regular	Included	06/25/2018	Active
<input type="checkbox"/>	13632	Ally	Howard	Regular	Included	06/25/2018	Active
<input type="checkbox"/>	17313	Anthony	Davies	Regular	Included	06/21/2018	Active
<input type="checkbox"/>	16792	Benjamin	Hint	Regular	Included	06/21/2018	Active
<input type="checkbox"/>	14723	Bobby	Chambis	Regular	Included	06/25/2018	Active
<input type="checkbox"/>	12501	Bradley	Brooks	Regular	Included	06/25/2018	Active
<input type="checkbox"/>	10603	Bradley	Hint	Regular	Included	06/21/2018	Active
<input type="checkbox"/>	18679	Brandon	Miller	Regular	Included	06/21/2018	Active
<input type="checkbox"/>	11544	Brandon	Justus	Regular	Included	06/21/2018	Active
<input type="checkbox"/>	14093	Brent	Lambiotte	Regular	Included	06/21/2018	Active
<input type="checkbox"/>	14770	Carl	Schoonover	Regular	Included	06/25/2018	Active
<input type="checkbox"/>	12109	Carlos	Escoto	Regular	Included	06/25/2018	Active
<input type="checkbox"/>	13439	Casey	Linn	Regular	Included	06/25/2018	Active
<input type="checkbox"/>	15196	Chad	Barnhart	Regular	Included	06/21/2018	Active
<input type="checkbox"/>	16898	Chase	Miller	Regular	Included	06/21/2018	Active
<input type="checkbox"/>	19602	Colby	Deboh	Regular	Included	06/25/2018	Active
<input type="checkbox"/>	14792	Colton	Justus	Regular	Included	06/21/2018	Active
<input type="checkbox"/>	18572	Daniel	Guzik II	Regular	Included	06/21/2018	Active
<input type="checkbox"/>	14899	Darren	Forquer	Regular	Included	06/21/2018	Active
<input type="checkbox"/>	18333	Darin	McHenry	Regular	Included	06/25/2018	Active
<input type="checkbox"/>	10345	David	Johnson	PartTime	Included	06/21/2018	Active
<input type="checkbox"/>	13624	David	Michell	Regular	Included	06/21/2018	Active
<input type="checkbox"/>	11494	Derek	Riethmiller	Regular	Included	06/21/2018	Active
<input type="checkbox"/>	15008	Devn	Webber	Regular	Included	06/25/2018	Active
<input type="checkbox"/>	14447	Dillon	Forquer	Regular	Included	06/25/2018	Active
<input type="checkbox"/>	10329	Donald	Rouzee	Regular	Included	06/21/2018	Active
<input type="checkbox"/>	17924	Douglas	Joubert	Regular	Included	06/21/2018	Active
<input type="checkbox"/>	16876	Douglas	Moe	Regular	Included	06/21/2018	Active
<input type="checkbox"/>	15922	Drew	Babineaux	Regular	Included	06/21/2018	Active
<input type="checkbox"/>	12820	Dylan	Miller	Regular	Included	06/25/2018	Active
<input type="checkbox"/>	16232	Erik	Koffel	Regular	Included	06/21/2018	Active
<input type="checkbox"/>	16383	Jacob	Hint	Regular	Included	06/25/2018	Active
<input type="checkbox"/>	17406	James	Massa	Regular	Included	06/25/2018	Active

<input type="checkbox"/>	12499	Jay	Clingenpeel	Regular	Included	06/21/2018	Active
<input type="checkbox"/>	18695	Jerry	Rodgers	Regular	Included	06/25/2018	Active
<input type="checkbox"/>	15989	John	Capuder III	Regular	Included	06/25/2018	Active
<input type="checkbox"/>	19026	Jonathan	Burnside	Regular	Included	06/21/2018	Active
<input type="checkbox"/>	17935	Justin	Watson	Regular	Included	06/21/2018	Active
<input type="checkbox"/>	15862	Justin	Nance	Regular	Included	06/21/2018	Active
<input type="checkbox"/>	11085	Justin	Ross	Regular	Included	06/21/2018	Active
<input type="checkbox"/>	16926	Kenneth	Johnson	Regular	Included	06/21/2018	Active
<input type="checkbox"/>	18080	Larry	Thomas	Regular	Included	06/25/2018	Active
<input type="checkbox"/>	11048	Larry	Makley	Regular	Included	06/21/2018	Active
<input type="checkbox"/>	19348	Lindsay	Birkhimer	Regular	Included	06/21/2018	Active
<input type="checkbox"/>	17029	Luke	Cassidy	Regular	Included	06/21/2018	Active
<input type="checkbox"/>	14253	Mandi	Laurita	Regular	Included	06/21/2018	Active
<input type="checkbox"/>	19834	Marty	Burgess	Regular	Included	06/21/2018	Active
<input type="checkbox"/>	14048	Michael	Glass	Regular	Included	06/25/2018	Active
<input type="checkbox"/>	EMPLOYEE # 14358	FIRST NAME Michael	LAST NAME Hint Jr	EMPLOYEE TYPE Regular	EXC/INC Included	CREATED 06/21/2018	STATUS Active
<input type="checkbox"/>	19550	Michael	Rneltart	Regular	Included	06/21/2018	Active
<input type="checkbox"/>	14981	Michael	Hint	Regular	Included	06/25/2018	Active
<input type="checkbox"/>	19950	Neil	Roberts	Regular	Included	06/25/2018	Active
<input type="checkbox"/>	13352	Nicholas	Machusak	Regular	Included	06/21/2018	Active
<input type="checkbox"/>	15394	Paul	Huffaker	Regular	Included	06/25/2018	Active
<input type="checkbox"/>	14741	Piper	McLaughlin	PartTime	Included	06/21/2018	Active
<input type="checkbox"/>	14712	Randall	Breaur	Regular	Included	06/25/2018	Active
<input type="checkbox"/>	17519	Robert	Green	Regular	Included	06/25/2018	Active
<input type="checkbox"/>	12643	Robert	Hicks	Regular	Included	06/25/2018	Active
<input type="checkbox"/>	13196	Roger	Schomburg	Regular	Included	06/21/2018	Active
<input type="checkbox"/>	14671	Russell	Bolyard	Regular	Included	06/21/2018	Active
<input type="checkbox"/>	14571	Scott	Williams	Regular	Included	06/21/2018	Active
<input type="checkbox"/>	12803	Sean	Lavery	Regular	Included	06/25/2018	Active
<input type="checkbox"/>	14820	Shannon	Malloy	Regular	Included	06/21/2018	Active
<input type="checkbox"/>	16275	Stephen	Ivone	Regular	Included	06/21/2018	Active
<input type="checkbox"/>	1161	Steven	McLaughlin	Regular	Included	06/25/2018	Active
<input type="checkbox"/>	14107	Steven	Swiger	Regular	Included	06/21/2018	Active
<input type="checkbox"/>	16209	Suzanne	Crane	Regular	Included	06/21/2018	Active
<input type="checkbox"/>	10641	Thomas	Vasilauskas	Regular	Included	06/21/2018	Active
<input type="checkbox"/>	19438	Timothy	Ramsey	Regular	Included	06/25/2018	Active
<input type="checkbox"/>	17379	Troy	Earls	Regular	Included	06/25/2018	Active
<input type="checkbox"/>	14243	Tyler	McLaughlin	Regular	Included	06/25/2018	Active
<input type="checkbox"/>	17975	William	Brady	Regular	Included	06/25/2018	Active
<input type="checkbox"/>	14028	Zachary	Moore	Regular	Included	06/21/2018	Active



JOHN A. MYERS
CABINET SECRETARY

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON STREET, EAST
CHARLESTON, WEST VIRGINIA 25305-0130

W. MICHAEL SHEETS
DIRECTOR

Phoenix Solutions, LLC
1910 Dents Run Road
Morgantown, WV 26501-2303

June 7, 2018

Jay Clingenpeel:

This is to confirm receipt of your Disclosure of Information and vendor registration fee, completing your entity's registration process with the West Virginia Purchasing Division. Your completion of both requirements with the Vendor Registration program enables you to receive orders from State of West Virginia agencies. The registration with the Purchasing Division for Phoenix Solutions, LLC, wvOASIS vendor # VS0000013561, is valid until 07/27/2019.

For a complete list of competitive bid opportunities currently published, please view the *West Virginia Purchasing Bulletin* within the Vendor Self-Service (VSS) portal at wvOASIS.gov. If you do not have a login ID for the Vendor Self-Service portal, you can view the *West Virginia Purchasing Bulletin* by clicking "Public Access."

More information for vendors regarding the registration process can be found at www.state.wv.us/admin/purchase/VendorReg.html. If you have additional questions, please do not hesitate to contact the Purchasing Division's Vendor Registration office.

Sincerely,

A handwritten signature in black ink that reads "Mark Totten".

Mark Totten
Technical Services Manager

MLT/wam



JOHN A. MYERS
CABINET SECRETARY

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON STREET, EAST
CHARLESTON, WEST VIRGINIA 25305-0130

W. MICHAEL SHEETS
DIRECTOR

June 6, 2018

Phoenix Solutions, LLC
1910 Dents Run Road
Morgantown, WV 26501-2303

Jay Clingenpeel:

This is to notify you that your Small, Women-, and Minority-Owned Businesses (SWAM) Certification Application has been approved on the basis of your representations that the vendor named above meets the definition of a Small, Women-, and Minority-Owned Businesses as set forth in the *West Virginia Code of State Rules 148-22-1 et seq.* This certification becomes effective:

6/6/2018

And shall automatically expire without notice two years after the effective date unless revoked by the Purchasing Director or upon expiration pursuant to the *West Virginia Code of State Rules 148-22-8.* The type(s) of Small, Women-, and Minority-Owned Businesses (SWAM) Certification approved for your entity:

Small Business

To maintain certification without lapse, a certified business shall apply to renew its certification at least 60 days prior to the end of the two-year certification period. Complete renewal instructions, recertification forms, and a list of all SWAM Certified entities are available online at www.state.wv.us/admin/purchase/VendorReg.html.

If you have questions, please contact the West Virginia Purchasing Division at 304-558-2306.

Sincerely,

A handwritten signature in black ink that reads "Wendy Means".

Wendy Means
Vendor Registration Coordinator



Phoenix Solutions

SAFETY DATA SHEET

SECTION 1: IDENTIFICATION OF THE SUBSTANCE / MIXTURE AND OF THE COMPANY / UNDERTAKING

1.1 Product Identifier

Product name: **PE-6070**
Synonym: Cationic Polymer

1.2 RELEVANT IDENTIFIED USES OF THE SUBSTANCE OR MIXTURE AND USES ADVISED AGAINST

Identified uses: Processing aid for industrial application.
Uses advised against: None Known.

1.3 COMPANY IDENTIFICATION

Company: Phoenix Solutions
1910 Dents Run Road
Morgantown, WV 26501
Telephone: 304-212-4700

1.4 EMERGENCY Telephone NUMBER

24-hour emergency number: Chemtrec (800) 424-9300 – CCN# 829062

SECTION 2: HAZARD IDENTIFICATION

2.1 GHS Classification of the substance or mixture

Classification according to paragraph (d) of Regulation 29 CFR 1910.1200

Eyes: Category 2B
Skin: Category 3

2.2 Label elements

Labeling according to paragraph (f) of Regulation 29 CFR 1910:1200

Hazard symbol(s): None

Signal word: None

Hazard statement(s):

H316: Causes mild skin irritation
H320: Causes eye irritation

2.3 Precautionary Statements

Response:

P305+P351+P338: IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
P332 + P313: In skin irritation occurs: Get medical advice/attention
P337+P313: If eye irritation persists: Get medical advice/attention.

Prevention:

P264: Wash thoroughly after handling.

Storage:

Disposal:

2.4 Other hazards

Spills produce extremely slippery surfaces.

SECTION 3: COMPOSITION / INFORMATION ON INGREDIENTS

3.1 Substances

Not Applicable. This product is not a substance.

3.2 Mixtures

<i>Hazardous Components</i>	<i>CAS Number</i>	<i>Weight %</i>
Distillates (petroleum), Hydrotreated Light	64742-47-8	10 – 45%
Poly (oxy-1,2-ethanedyl), a-tridecyl-w-hydroxy-branched	69011-36-5	<3%

SECTION 4: FIRST AID MEASURES

4.1 Description of first aid measures

Inhalation:

Move to fresh air. No hazards which require special first aid measures.

Skin Contact:

Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. In case of persistent skin irritation, consult a physician.

Eye contact:

Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. If irritation persists get prompt medical attention.

Ingestion:

Call a poison center or doctor/physician if you feel unwell. Rinse mouth with water. DO NOT induce vomiting. Get medical attention immediately if symptoms occur.

4.2 Most important symptoms and effects, both acute and delayed

Eye irritation

4.3 Indication of any immediate medical attention and special treatment needed

None reasonably foreseeable.

4.4 Other Information

None.

SECTION 5: FIRE FIGHTING MEASURES

5.1 Extinguishing media

Suitable extinguishing media:

Use water spray, foam, carbon dioxide, dry powder.

Unsuitable extinguisher media:

None.

5.2 Special hazards arising from the substance or mixture

Hazardous decomposition products:

Thermal decomposition may produce: Carbon oxides(Cox) Nitrogen Oxides (NOx) Hydrogen Cyanide (hydrocyanic acid) may be produces in the event of combustion in an oxygen deficient atmosphere.

5.3 Advice for fire fighters

Protective measures:

Wear self- contained breathing apparatus and protective suit.

5.4 Other information

Spills produce extremely slippery surfaces.

SECTION 6: ACCIDENTAL RELEASE MEASURE

6.1 Personal precautions, protective equipment, and emergency procedures

Personal precautions:

Do not touch or walk through spilled material. Spills produce extremely slippery surfaces.

Protective equipment:

Wear adequate personal protective equipment (see Section 8 Exposure Controls/Personal Protection).

Emergency procedures:

Use suitable absorbent material to soak up spill. Sweep up spills put in suitable container for disposal. Keep people away from spill/leak.

6.2 Environmental precautions

As with all chemical products, do not flush into surface water.

6.3 Methods and material for containment and cleaning up

Small spills:

Do not flush with water. Use suitable absorbent material to soak up spill. Sweep up and shovel into suitable container for disposal.

Large spills:

Do not flush with water. Use suitable absorbent material to soak up spill and create dam. Sweep up and shovel into suitable container for disposal.

Residues:

Flush away with large quantities of water.

6.4 Reference to other sections

Section 7: Handling and storage; Section 8: Exposure controls/personal protection; Section 9: Physical and chemical properties; Section 13: Disposal considerations.

SECTION 7: HANDLING AND STORAGE

7.1 Precautions for safe handling

Avoid contact with skin and eyes. Renders surfaces extremely slippery. When using, do not eat, drink or smoke.

7.2 Conditions for safe storage, including any incompatibilities

Keep in a dry place away from heat and sources of ignition. Keep from freezing

7.3 Specific end use(s)

None

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

8.1 Control parameters

Occupational exposure limits on material as supplied:

Occupational exposure limits of hazardous components:

<i>Components:</i>	<i>CAS Number</i>	<i>OSHA PEL-TWA</i>	<i>OSHA PEL-STEL</i>	<i>ACGIH TLV-TWA</i>
Distillates (petroleum), hydrotreated light	64742-47-8			200 mg/m ³ (8 hr)

8.2 Exposure controls

Appropriate engineering controls:

Use local exhaust if misting occurs. Natural ventilation is adequate in absence of mist.

Personal Protective Equipment (PPE)

Eye/Face protection:

Splash goggles, or face shield.

Skin protection:

Work clothes protecting arms, legs, and body.

Hand protection:

PVC or other plastic material gloves.

Respiratory protection:

None required under normal use.

Additional advice:

Handle in accordance with good industrial hygiene and safety practice.

Environmental exposure controls:

Do not allow uncontrolled discharge of product into the environment. Do not flush into surface water.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

9.1 Information on basic physical and chemical properties

<i>Appearance</i>	White viscous liquid
<i>Odor</i>	Aliphatic
<i>Odor Threshold</i>	Not applicable
<i>pH</i>	4 – 7 @ 5 g/L
<i>Melting point/freezing point</i>	<5°C.
<i>Initial boiling point and boiling range</i>	>100°C.
<i>Flash point</i>	Does not flash
<i>Evaporation rate</i>	No data available
<i>Flammability (solid, gas):</i>	Not applicable.
<i>Upper/lower flammability or explosive limits</i>	Not expected to create an explosive atmospheres
<i>Vapor pressure</i>	2.3 kPa @20°C
<i>Vapor density</i>	N.804g/litre@20°C
<i>Relative density</i>	1.0 – 1.1
<i>Solubility(ies)</i>	Completely miscible in water
<i>Partition coefficient</i>	No data available
<i>Auto ignition temperature</i>	No data available
<i>Decomposition temperature</i>	>150°C
<i>Viscosity</i>	=>20.5 mm ² /s @ 40°C
<i>Explosive properties</i>	Not expected to be explosive
<i>Oxidizing properties</i>	Not expected to be oxidizing

9.2 Other information

None.

SECTION 10: STABILITY AND REACTIVITY

10.1 Reactivity

Stable under recommended storage conditions.

10.2 Chemical stability

Stable under recommended storage conditions.

10.3 Possibility of hazardous reactions

None Known.

10.4 Conditions to avoid

Do not store in direct sunlight or allow to freeze

10.5 Incompatible materials

Strong oxidizing agents

10.6 Hazardous decomposition products

May produce: Carbon oxides (COx). Nitrogen Oxides (NOx). Hydrogen cyanide (hydrocyanic acid) in an oxygen deficient atmosphere

SECTION 11: TOXICOLOGICAL INFORMATION

11.1 Information on toxicological effects

Information on the product as supplied:

<i>Acute oral toxicity</i>	LD50/oral/rat>5000 mg/kg.
<i>Acute dermal toxicity</i>	LD50/dermal/rat>5000 mg/kg.
<i>Acute inhalation toxicity</i>	The product is not expected to be toxic by inhalation
<i>Skin corrosion/irritation</i>	May be irritating to sensitive skin
<i>Serious eye damage/eye irritation</i>	Causes eye irritating
<i>Respiratory/skin sensitization</i>	Not expected to experience sensitization
<i>Mutagenicity</i>	This product is not expected to be mutagenic
<i>Carcinogenicity</i>	This product is not expected to be carcinogenic
<i>Reproductive toxicity</i>	This product is not expected to interfere with reproduction
<i>STOT-single exposure</i>	No known effects
<i>STOT – repeated exposure</i>	No known effects
<i>Aspiration hazard</i>	No expected to be aspiration hazard

SECTION 12: ECOLOGICAL INFORMATION

12.1 Toxicity

Information on the product as supplied:

<i>Acute toxicity to fish</i>	LC50/fish/96 hours 10 - 100 mg/L
<i>Acute toxicity to invertebrates</i>	EC50/Daphnia/48 hours 10 - 100mg/L
<i>Acute toxicity to algae</i>	No data available
<i>Chronic toxicity to fish</i>	No data available
<i>Chronic toxicity to invertebrates</i>	No data available
<i>Toxicity to microorganisms</i>	No data available
<i>Effects on terrestrial organisms</i>	No data available
<i>Sediment toxicity</i>	No data available

12.2 Persistence and degradability

Degradation:	Readily biodegradable.
Hydrolysis:	At pH >6 the polymer degrades due to hydrolysis to more than 70% in 28 days. The hydrolysis products are not harmful to aquatic organisms.
Photolysis:	No data available.

12.3 Bio-accumulative potential

Information on the product as supplied:

Not expected to bio-accumulate

Partition co-efficient (Log Pow):

No data available

Bio concentration factor (BCF):

No data available.

12.4 Mobility in soil

Information on the product as supplied:

No data available

12.5 Other adverse effects

None Known.

SECTION 13: DISPOSAL CONSIDERATIONS

13.1 Waste treatment methods

Waste from residues / unused products:

Dispose of in accordance with local, state, and federal regulations.

Contaminated packaging:

Rinse empty containers with water and use the rinse water to prepare working solution. Dispose in accordance with the local and national regulations.

Recycling:

The product and its packaging are not suitable for recycling.

SECTION 14: TRANSPORT INFORMATION

Land transport (DOT)

Not regulated

UN Number

Proper Shipping Name

Hazard Class

Packing Group

Sea transport (IMDG)

Not regulated

UN Number

Proper Shipping Name

Hazard Class

Packing Group

Air transport (IATA)

Not regulated

UN Number

Proper Shipping Name

Hazard Class

Packing Group

SECTION 15: REGULATORY INFORMATION

15.1 Safety, health and environmental regulations / legislation specific for the substance or mixture

Information on the product as supplied:

TSCA Chemical Substances Inventory:

All components of this product are either listed on the inventory or are exempt from listing.

US SARA Reporting Requirements:

Section 302: No

Section 311/312: Immediate Hazard Pressure Hazard Delayed Hazard Reactivity Hazard Fire Hazard

Section 313: No

RCRA: Not listed

California Proposition 65 Information:

WARNING-This product contains a chemical known to the State of California to cause cancer and birth defects or other reproductive harm, Acrylamide

SECTION 16: OTHER INFORMATION

NFPA and HMIS Ratings:

NFPA:

Health	0
Fire Hazard	1
Reactivity	0

HMIS:

Health	0
Flammability	1
Reactivity	0
PPE Code	D

This SDS was prepared in accordance with the following:

U.S. Code of Federal Regulations 29 CFR 1910.1200

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guide for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.