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

# State of West Virginia
# Centralized Request for Quote
# Chemicals

**Proc Folder:** 1955961

**Doc Description:** OSR Polymer - Open End

**Proc Type:** Central Master Agreement

**Reason for Modification:**
Addendum #2 is issued to publish agency responses to vendor submitted questions.

| Date Issued | Solicitation Closes | Solicitation No | Version |
|---|---|---|---|
| 2026-06-17 | 2026-07-07 13:30 | CRFQ 0313 DEP2600000039 | 3 |

**BID RECEIVING LOCATION**

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

RECEIVED 2026 JUL 07 PM12:55 WV PURCHASING DIVISION

**VENDOR**

**Vendor Customer Code:** V500000013561

**Vendor Name :** Phoenix Solutions, LLC

**Address :** 1910 Dents Run Rd, Morgantown, WV 26501

**Street :** 1910 Dents Run Rd, Morgantown, WV, 26501

**City :** Morgantown

**State :** WV **Country :** US **Zip :** 26501

**Principal Contact :** Jay Clingenpeel

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

**FOR INFORMATION CONTACT THE BUYER**
Joseph (Josh) E Hager III
(304) 558-2306
joseph.e.hageriii@wv.gov

**Vendor Signature X** [signature] **FEIN#** 82-0777715 **DATE** July 6, 2026

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

## ADDITIONAL INFORMATION

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

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

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|---|---|---|---|---|---|
| 1 | Cationic Emulsion Polymer - Clay County | 10000.00000 | LB | 2.28 | 22,800 |

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

**Extended Description:**
Cationic Emulsion Polymer - Clay County, per section 3.1 of the specifications and Exhibit B. Quantities are estimated and for bid purposes only.

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| 47 SCHOOL ST, STE 301 | | | |
| PHILIPPI | WV | No City | WV |
| US | | US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|---|---|---|---|---|---|
| 2 | Cationic Emulsion Polymer - Grant County | 15000.00000 | LB | 2.28 | 34,200 |

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

**Extended Description:**
Cationic Emulsion Polymer - Grant County, per section 3.1 of the specifications and Exhibit B. Quantities are estimated and for bid purposes only.

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| 47 SCHOOL ST, STE 301 | | | |
| PHILIPPI | WV | No City | WV |
| US | | US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|---|---|---|---|---|---|
| 3 | Cationic Emulsion Polymer - Marion County | 70000.00000 | LB | 2.28 | 159,600 |

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

**Extended Description:**

Cationic Emulsion Polymer - Marion County, per section 3.1 of the specifications and Exhibit B.
Quantities are estimated and for bid purposes only.

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| OFFICE OF SPECIAL RECLAMATION | | VARIOUS LOCATIONS AS INDICATED BY ORDER | |
| 47 SCHOOL ST, STE 301 | | | |
| PHILIPPI | WV | No City | WV |
| US | | US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|---|---|---|---|---|---|
| 4 | Cationic Emulsion Polymer - Mineral County | 3000.00000 | LB | 2.28 | 6,840 |

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

**Extended Description:**

Cationic Emulsion Polymer - Mineral County, per section 3.1 of the specifications and Exhibit B.
Quantities are estimated and for bid purposes only.

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|---|---|---|---|
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| 47 SCHOOL ST, STE 301 | | | |
| PHILIPPI | WV | No City | WV |
| US | | US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|---|---|---|---|---|---|
| 5 | Cationic Emulsion Polymer - Monongalia County | 18000.00000 | LB | 2.28 | 41,040 |

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

**Extended Description:**

Cationic Emulsion Polymer - Monongalia County, per section 3.1 of the specifications and Exhibit B.
Quantities are estimated and for bid purposes only.

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| OFFICE OF SPECIAL RECLAMATION | | VARIOUS LOCATIONS AS INDICATED BY ORDER | |
| 47 SCHOOL ST, STE 301 | | | |
| PHILIPPI | WV | No City | WV |
| US | | US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|---|---|---|---|---|---|
| 6 | Cationic Emulsion Polymer - Preston County | 30000.00000 | LB | 2.28 | 68,400 |

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

**Extended Description:**

Cationic Emulsion Polymer - Preston County, per section 3.1 of the specifications and Exhibit B.
Quantities are estimated and for bid purposes only.

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| OFFICE OF SPECIAL RECLAMATION | | VARIOUS LOCATIONS AS INDICATED BY ORDER | |
| 47 SCHOOL ST, STE 301 | | | |
| PHILIPPI | WV | No City | WV |
| US | | US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|---|---|---|---|---|---|
| 7 | Cationic Emulsion Polymer - Upshur County | 5000.00000 | LB | 2.28 | 11,400 |

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

**Extended Description:**

Cationic Emulsion Polymer - Upshur County, per section 3.1 of the specifications and Exhibit B.
Quantities are estimated and for bid purposes only.

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| 47 SCHOOL ST, STE 301 | | | |
| PHILIPPI | WV | No City | WV |
| US | | US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|---|---|---|---|---|---|
| 8 | Anionic Emulsion Polymer - Marion County | 70000.00000 | LB | 1.72 | 120,400 |

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

**Extended Description:**

Anionic Emulsion Polymer - Marion County, per section 3.1 of the specifications and Exhibit B.
Quantities are estimated and for bid purposes only.

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| 47 SCHOOL ST, STE 301 | | | |
| PHILIPPI | WV | No City | WV |
| US | | US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|---|---|---|---|---|---|
| 9 | Anionic Emulsion Polymer - Upshur County | 5000.00000 | LB | 1.72 | 8,600 |

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

**Extended Description:**

Anionic Emulsion Polymer - Upshur County, per section 3.1 of the specifications and Exhibit B.
Quantities are estimated and for bid purposes only.

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| 47 SCHOOL ST, STE 301 | | | |
| PHILIPPI | WV | No City | WV |
| US | | US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|---|---|---|---|---|---|
| 10 | Anionic Emulsion Polymer - Mineral County | 3000.00000 | LB | 1.72 | 5,160 |

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

**Extended Description:**

Anionic Emulsion Polymer - Mineral County, per section 3.1 of the specifications and Exhibit B.
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| PHILIPPI | WV | No City | WV |
| US | | US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|---|---|---|---|---|---|
| 11 | Anionic Emulsion Polymer - Clay County | 10000.00000 | LB | 1.72 | 17,200 |

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

**Extended Description:**

Anionic Emulsion Polymer - Clay County, per section 3.1 of the specifications and Exhibit B.
Quantities are estimated and for bid purposes only.

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| PHILIPPI | WV | No City | WV |
| US | | US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|---|---|---|---|---|---|
| 12 | Anionic Emulsion Polymer - Grant County | 15000.00000 | LB | 1.72 | 25,800 |

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

**Extended Description:**

Anionic Emulsion Polymer - Grant County, per section 3.1 of the specifications and Exhibit B.
Quantities are estimated and for bid purposes only.

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| US | | US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|---|---|---|---|---|---|
| 13 | Anionic Emulsion Polymer - Monongalia County | 18000.00000 | LB | 1.72 | 30,960 |

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

**Extended Description:**
Anionic Emulsion Polymer - Monongalia County, per section 3.1 of the specifications and Exhibit B.
Quantities are estimated and for bid purposes only.

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| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|---|---|---|---|---|---|
| 14 | Anionic Emulsion Polymer - Preston County | 30000.00000 | LB | 1.72 | 51,600 |

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

**Extended Description:**
Anionic Emulsion Polymer - Preston County, per section 3.1 of the specifications and Exhibit B.
Quantities are estimated and for bid purposes only.

**SCHEDULE OF EVENTS**

| Line | Event | Event Date |
|---|---|---|

**ADDENDUM ACKNOWLEDGEMENT FORM**
**SOLICITATION NO.:** CRFQ DEP26*39

**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)

| | | | |
|---|---|---|---|
| [✓] | Addendum No. 1 | [ ] | Addendum No. 6 |
| [✓] | Addendum No. 2 | [ ] | Addendum No. 7 |
| [ ] | Addendum No. 3 | [ ] | Addendum No. 8 |
| [ ] | Addendum No. 4 | [ ] | Addendum No. 9 |
| [ ] | Addendum No. 5 | [ ] | 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 6, 2026
Date

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

## GENERAL TERMS AND CONDITIONS:

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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

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

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

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

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

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

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

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

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

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

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

☑ **Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of One (1) Year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as __________________________________), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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

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

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within ________________ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for ________________ years;

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

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

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

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

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

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

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

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

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

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

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

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

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

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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

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

Vendor must maintain:

☑ **Commercial General Liability Insurance** in at least an amount of: 2,000,000.00 per occurrence.

☑ **Automobile Liability Insurance** in at least an amount of: 2,000,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: ________________ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: ________________ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: ________________ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: ________________ per occurrence.

☐ **Aircraft Liability** in an amount of: ________________ per occurrence.

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

**10. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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

☐ ______________________ for ______________________.

☐ Liquidated Damages Contained in the Specifications.

☑ Liquidated Damages Are Not Included in this Contract.

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

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

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

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

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

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

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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

**20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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

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

**34. VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

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

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

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

**37. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

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

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

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

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

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

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

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

   1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars ($2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

   2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

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

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

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

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

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Jay Clingenpeel, President

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

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

(email address) JClingenPeel@PhxSns.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through *wv*OASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

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

Phoenix Solutions LLC
(Company)

JClingpeel
(Signature of Authorized Representative)

Jay ClingenPeel, President, July 6th, 2026
(Printed Name and Title of Authorized Representative) (Date)

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

JClingenPeel@PhxSns.com
(Email Address)

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)*

- [x] Addendum No. 1
- [x] Addendum No. 2
- [ ] Addendum No. 3
- [ ] Addendum No. 4
- [ ] Addendum No. 5
- [ ] Addendum No. 6
- [ ] Addendum No. 7
- [ ] Addendum No. 8
- [ ] Addendum No. 9
- [ ] Addendum No. 10

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

Phoenix Solutions, LLC
Company

[signature]
Authorized Signature

July 6th, 2026
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

REQUEST FOR QUOTATION
**Cationic/Anionic Emulsion and Dry Polymer**

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## SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Environmental Protection, Office of Special Reclamation (OSR) to establish an open-end contract to supply Liquid Cationic & Anionic 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 Lizemores in Clay County, Daugherty Coal near Masontown in Preston County, Buffalo Coal A34 & Buffalo Coal C1 near Davis in Grant County, Martinka Water Treatment Complex near Colfax in Marion County, Edward E. Thompson near Morgantown in Monongalia County, and DLM Coal near Adrian in Upshur County. Additional Water Treatment Facilities may be added as they are established.

   This was previously bid as CRFQ DEP2300000003. Bids can be viewed at: https://www.state.wv.us/admin/purchase/Bids/FY2023/BO20220810.html

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.

   **2.1** **"AMD"** means acid mine drainage which refers to the acidic water that is created when sulphide minerals are exposed to air and water and, through a natural chemical reaction, produce sulphuric acid.

   **2.2** **"Cationic/Anionic Emulsion Polymer"** means a positive or negative charged water-soluble polymer.

   **2.3** **"Contract Item"** or **"Contract Items"** means the list of items identified in Section 3.1 below and on the Pricing Pages.

   **2.4** **"DEP"** means Department of Environmental Protection.

   **2.5** **"Geotextile Dewatering Container"** means a large tube [greater than 7.5 feet in circumference] fabricated from high strength engineered textiles in lengths greater than 20 feet. Geotextile containers are used for containment and dewatering of high moisture content sludge and other fine grain material.

   **2.6** **"gpm"** means gallons per minute.

   **2.7** **"Jar Test"** means a pilot-scale test of the treatment chemicals used in a particular water plant. It simulates the coagulation/flocculation process in a water treatment plant and helps operators determine if they are using the right amount of treatment chemicals, and thus, improves the plant's performance.

**2.8** **"mg/L"** means milligrams per liter.

**2.9** **"OSR"** means Office of Special Reclamation.

**2.10** **"Polymer"** means a chain or network of single units (monomers) strung together. In wastewater treatment applications, it is used to separate suspended solids from water.

**2.11** **"Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS and used to evaluate the Solicitation responses.

**2.12** **"SDS"** means Safety Data Sheet. It contains information on the potential health effects of exposure to chemicals, or other potentially dangerous substances, and on safe working procedures when handling chemical products.

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

## 3 GENERAL REQUIREMENTS:

**3.1** **Contract Items and Mandatory Requirements:** Vendor shall provide the Agency with the Contract Items listed below on an open-end and continuing basis. This contract will be awarded based upon the need to conduct jar testing prior to award to determine which polymer meets the requirements listed below and lowest overall cost. Contract Items must meet or exceed the mandatory requirements as shown below.

**3.1.1** Cationic, Anionic Emulsion Polymer for sludge dewatering and settling delivered various Water Treatment Facilities.

**3.1.1.1** 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.

**3.1.1.2** Emulsion Polymers shall have a minimum shelf life of six (6) months when stored between 40 degrees and 95 degrees Fahrenheit.

**3.1.1.3** Emulsion Polymers must come packaged in 55-gallon drums, 275-gallon totes and bulk for storage and dispensing at the treatment facility.

**3.1.1.4** Polymer feed rates must not exceed the acute toxicity to fish per the product's SDS. Vendor must supply SDS with each delivery.

**3.1.1.5** 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.

**3.1.1.5.1** 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.

**3.1.1.6** 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.

**3.1.1.7** 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.

**3.1.1.8** Within 5 days of bid opening, the vendors shall provide, at no cost to the WVDEP, a minimum of one (1) gallon of the polymer along with the dosage information needed to corroborate the vendor's jar test results that were submitted with the bid.

**3.1.1.8.1** The one (1) 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 with this section will disqualify the BIDDER from further consideration.

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

Procedure for evaluating the polymer will be as follows.

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

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

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

**3.1.1.9.2** If the Vendor fails to return the dewatering operation to a dose and performance level comparable to that of the baseline performance within ten (10) calendar days from the first date of notification, the WVDEP/OSR may, at its sole discretion, cancel the agreement and/or secure alternative product(s) from another source(s).

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

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

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

**3.1.1.14** The Vendor shall be responsible for all acquisition and utilization of all necessary equipment, license, permits, specialized equipment, etc. required to deliver the contract items to the sites.

**3.1.1.15** Delivery Trucks must be capable of delivering items to remote areas and along the rough roads within the timeframes listed in these specifications.

**3.1.1.16** Delivery Trucks shall be equipped with a lift gate with the ability to offload items weighing 3500 lbs. Delays that occur due to inadequate equipment will be subject to liquidated damages.

**3.1.1.17** Delivery must be made under all road and weather conditions.

**3.1.1.18** Vendor shall supply all transportation, labor, and supervision necessary to deliver items to designated DLR treatment sites.

**3.1.1.19** The polymer for the Martinka Treatment Site shall be unloaded via mechanically or pneumatically into existing tank. The fill line to the tank shall be blown clear with positive air pressure after unloading.

## 4 CONTRACT AWARD:

**4.1 Contract Award:** The Contract is intended to provide the Agency with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that meets the specifications set forth in this RFQ. Award will be given to the lowest responsible bidder based off the total daily cost for treating 1 million gallons of AMD a day. The two variables that determine the total daily cost are parts per million required to treat the AMD and the price per pound of polymer. Total Bid Amount by the Use Cost Analysis Calculator (Exhibit A). Exhibit A is only for vendor reference and not for vendor use. Exhibit B is a current list of delivery locations as of 2026, other locations may be added during the life of the contract.

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

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

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

## 5 ORDERING AND PAYMENT:

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

**5.2 Invoicing:** Invoices shall be submitted via electronic mail to DEPDLRProcurement@wv.gov within thirty (30) days of delivery. The Vendor shall attach delivery tickets with the invoice.

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

## 6 DELIVERY AND RETURN:

**6.1 Delivery Time:** Vendor shall deliver standard orders within ten (10) calendar days after orders are received. Vendor shall deliver emergency orders within five (5) calendar days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

**6.2 Delivery Locations: :** Delivery shall be made on site to: Omega Mining near Morgantown in Monongalia County, T&T Fuels near Albright in Preston County, Larosa Fuels near Fairmont in Marion County, Decondor Coal near Kingwood in Preston County, and Greendale Coal near Lizemores in Clay County, Daugherty Coal near Masontown in Preston County, Buffalo Coal A34 & Buffalo Coal C1 near Davis in Grant County, Martinka Water Treatment Complex near Colfax in Marion County, Edward E. Thompson near Morgantown in Monongalia County, and DLM Coal near Adrian in Upshur County. Additional Water Treatment Facilities may be added as they are established.

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

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

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 Clingenpeel

**Telephone Number:** (304) 212-4700

**Fax Number:** N/A

**Email Address:** JClingenPeel@Phxsns.com

## Exhibit B

## Polymer Delivery Locations as of 2026*

| Project Site Name (Current Projects) | County | Nearest Town | Zip Code | Permit Number | GPS Latitude | GPS Longitude |
|---|---|---|---|---|---|---|
| **Grant County WV Sites** | | | | | | |
| BUFFLAO COAL C-1 Plant | Grant | Davis | 26739 | S-2011-87 | 39.1469 | -79.2708 |
| BUFFALO COAL A34 (upper&lower) | Grant | Davis | 26739 | S-2003-88 | 39.2078 | -79.3028 |
| **Marion County WV Sites** | | | | | | |
| LAROSA FUELS | Marion | Jordan | 26554 | S-1051-86 | 39.5419 | -80.0736 |
| MARTINKA | Marion | Coalfax | 26554 | MAR1-2020 | 39.417086 | -80.1274 |
| **Monongahala County WV Sites** | | | | | | |
| EDWARD E. THOMPSON | Monongalia | Morgantown | 26508 | S-1041-89 | 39.7034 | -79.8646 |
| OMEGA MINING | Monongalia | Morgantown | 26508 | D-79-82 | 39.5333 | -79.9353 |
| **Preston County WV Sites** | | | | | | |
| BORGMAN COAL | Preston | Kingwood | 26444 | EM-32 | 39.4464 | -79.7331 |
| DAUGHERTY COAL (Site 1 & 2) | Preston | Masontown | 26542 | S-1009-86 | 39.5444 | -79.7305 |
| DAUGHERTY COAL | Preston | Masontown | 26542 | 192-77 | 39.553 | -79.7397 |
| DAUGHERTY COAL | Preston | Masontown | 26542 | 65-77 | 39.5706 | -79.7466 |
| DECONDOR COAL | Preston | Reedsville | 26537 | U-147-82 | 39.4919 | -79.7683 |
| LEFT FORK OF LITTLE SANDY DOWNSTREAM CLAIRIFIER | Preston | Tunnelton | 266444 | AML | 39.4651 | -79.7807 |
| T & T FUELS | Preston | Albright | 26519 | EM-113 | 39.5433 | -79.6323 |
| **Upshur County WV Sites** | | | | | | |
| DLM COAL (also 23-76) | Upshur | Alexander | 26237 | 58-77 | 38.8183 | -80.2003 |
| **Clay County WV Sites** | | | | | | |
| Greendale Coals Inc. | Clay | Lizemores | 25125 | S-75-83 | 38.2986 | -81.1583 |

* Other locations may be added during the life of the contract. These are the locations as they are at this time. We have included all projected future projects on the list above. We do not anticipate any additional sites at this time.

## Exhibit A - Use Cost Analysis Calculator

| Product | Amount polymer used mg/L | Polymer Price Per pound | Gallons Per Minute (GPM) | Gallons Per Day (GPD) | Gallons Per Year (GPY) | Daily Cost | Yearly Cost | Cost Per Treated Gallon | Polymer Price Per # | Yearly Polymer Cost |
|---|---|---|---|---|---|---|---|---|---|---|
| PE-6070 Solids Water | 3 | $ 2.28 | 500 | 720,000 | 262,800,000 | $ 41.07 | $ 14,991.58 | $ 0.0000570 | $ 2.28 | $ 14,991.58 |

## Use Cost Analysis Calculator

| Product | Amount polymer used mg/L | Polymer Price Per pound | Gallons Per Minute (GPM) | Gallons Per Day (GPD) | Gallons Per Year (GPY) | Daily Cost | Yearly Cost | Cost Per Treated Gallon | Polymer Price Per # | Yearly Polymer Cost |
|---|---|---|---|---|---|---|---|---|---|---|
| PE-6070M Solids Water | 5 | $ 1.72 | 500 | 720,000 | 262,800,000 | $ 51.64 | $ 18,849.07 | $ 0.0000717 | $ 1.72 | $ 18,849.07 |

# Jay A. Clingenpeel

**Professional Summary**

Business Development Professional with more than 28 years' experience, 26 years to the chemical distribution, clean coal processing, AMD treatment and oil/gas industry.

**Work History**

Owner / 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

- Trialed 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

1910 Dents Run Rd
Morgantown, WV 26501
304.212.4700
http://www.phxsns.com

July 2, 2026

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

Subject: Polymer Storage Location
Phoenix PE-6070
Phoenix PE-6070M

The quoted polymers will be stored and delivered from our warehouse in Morgantown, WV.

Our warehouse is located at 1910 Dents Run Rd, Morgantown, WV 26501.

Provided is a link for the physical location of the warehouse.

Phoenix Solutions - Google Maps

All Deliveries will be made by company trucks that all have 5,000lb lift gifts.

Thank you for your time and interest.

Sincerely,

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

# OSR Polymer – Open End

# CRFQ 0313 DEP2600000039

# Omega Mine Site Report

# Morgantown, WV

# Report Date: 2 July 2026

Phoenix Solutions
1910 Dents Run Road
Morgantown, WV 26501

July 2, 2026

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

Subject: Omega Mine Site
Emulsion Polymer Qualification
Phoenix PE-6070
Phoenix PE-6070M

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 Polymer-Open End, CRFQ 0313 DEP 2600000039. 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.

The three polymers used in testing are as follows.

- PE-6070 Cationic Emulsion Polymer
- PE-6070M Anionic Emulsion Polymer

Final test results show Phoenix PE-6070, PE-6070M, performed 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.

Feed rate calculations are shown on this report.

Financials can be seen on Exhibit A – Use Cost Analysis Calculator submitted with the bid.

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

Phoenix SOLUTIONS

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 and PE-6070M 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 tests were completed with varying chemical feeds and rates.

Jar test protocol was as follows.

1. 20-second rapid mix
2. 30-minute settling time

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.

Financial information has been provided with the submitted bid on Exhibit A – Use Cost Analysis Calculator to show the economic and performance benefit of the tested polymers.

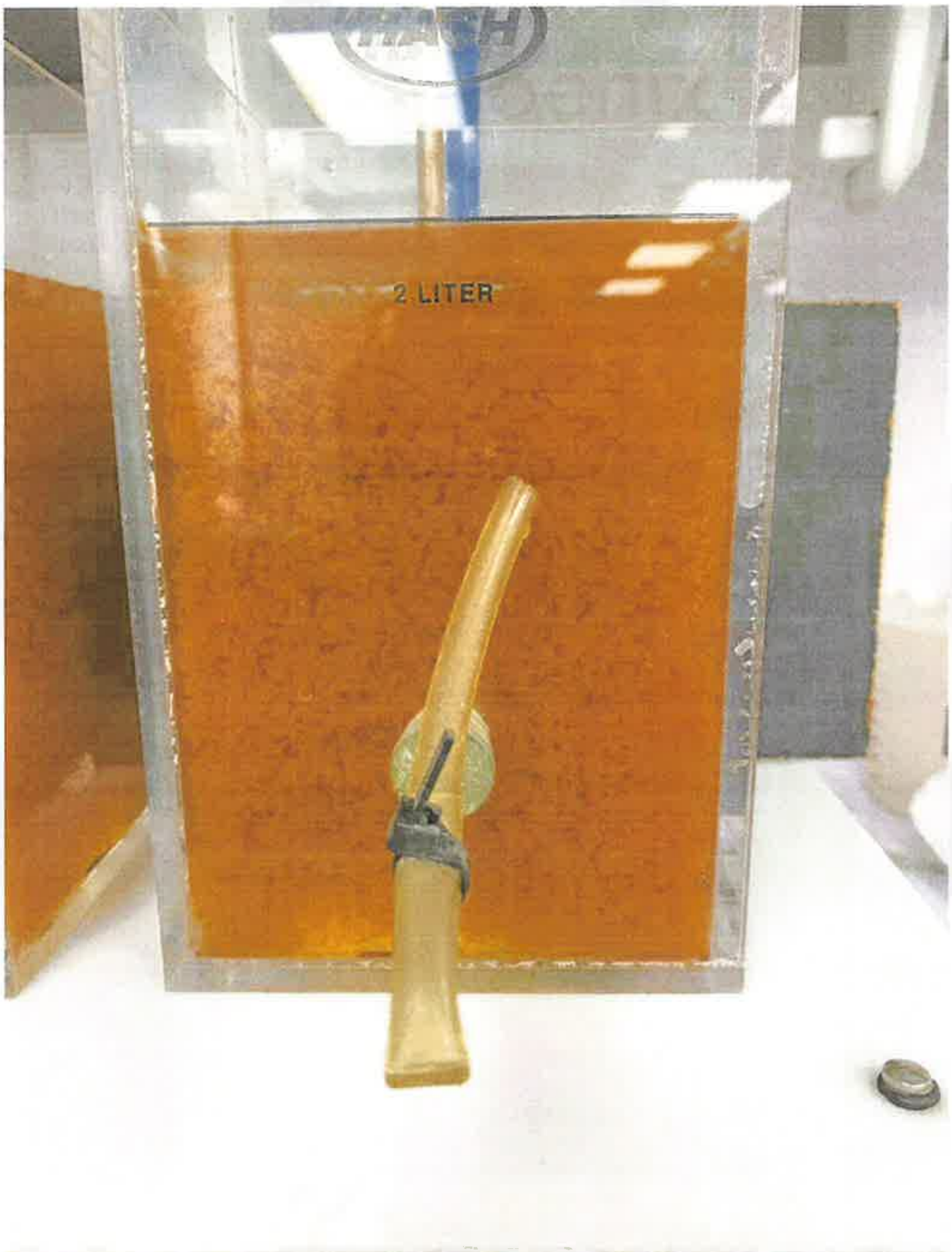
Results and Discussion

The results are shown on following pages.

PE-6070

3 PPM

Solids Raw Water – 20 Second Rapid Mix



PE-6070

3 PPM

Solids Raw Water – 30 Minute Settled

<u>PE-6070M</u>

<u>5 PPM</u>

<u>Solids Raw Water – 20 Second Rapid Mix</u>

PE-6070M

5 PPM

Solids Raw Water – 30 Minute Settled

Phoenix
SOLUTIONS

Financials, please reference the Exhibit A – Use Cost Analysis Calculator submitted with the bid.

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 assumed 500 gallons per minute of current maximum flow.

PE-6070 Feed Rate Calculation

| Daily Usage | PE-6070 Solids/De-Watering | Gallons Per Day Flow | Gals/Day Usage Solids/De-watering |
|---|---|---|---|
| Usage Basis | **3 mg/L** | **720,000** | **2.20 Gals Day** |

PE-6070M Feed Rate Calculation

| Daily Usage | PE-6070M Solids/De-Watering | Gallons Per Day Flow | Gals/Day Usage Solids/De-watering |
|---|---|---|---|
| Usage Basis | **5 mg/L** | **720,000** | **3.28 Gals Day** |

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 Polymers 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.

Phoenix
SOLUTIONS



This concludes the **Omega Mine Site Report**

For additional inquiries, please contact Phoenix Solutions
304.212.4700