



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

# Request for Quotation

RFQ NUMBER  
**DNR209029**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**FRANK WHITTAKER**  
**304-558-2316**

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
**B&M Environmental LLC**  
**120 CALVIN Street**  
**Fairmont, WV 26554**

SHIP TO  
**DIVISION OF NATURAL RESOURCES**  
**CANAAN VALLEY RESORT**  
**ATTN: PARK SUPERINTENDENT**  
**HC 70, BOX 320**  
**DAVIS, WV**  
**26260**  
**304-259-5216**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/22/2008				

BID OPENING DATE: **10/09/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-95	\$6,000.00	\$72,000.00
<p><b>WASTEWATER TREATMENT PLANT OPERATIONS</b></p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS FOR THE OPERATION MAINTENANCE AND SAMPLING OF FIVE (5) SWEAGE TREATMENT PLANTS AT CANAAN VALLEY STATE PARK PER THE ATTACHED SPECIFICATIONS.</p> <p>A MANDATORY PRE-BID CONFERENCE WILL BE HELD ON 09/30/08 AT 10:00 AM AT CANAAN VALLEY STATE PARK HEADQUARTERS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30)</p>						

RECEIVED  
 08 OCT -6 PM 2:42  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE <b>(304) 288-4116</b>	DATE <b>9/30/08</b>
TITLE <b>Member</b>	FBN <b>55-0773278</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**FRANK WHITTAKER**  
**304-558-2316**

RFQ COPY

TYPE NAME/ADDRESS HERE

*BEM Environmental LLC*  
*120 CALVIN Street*  
*Fairmont, WV 26554*

DIVISION OF NATURAL RESOURCES  
 CANAAN VALLEY RESORT  
 ATTN: PARK SUPERINTENDENT  
 HC 70, BOX 320  
 DAVIS, WV  
 26260  
 304-259-5216

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
09/22/2008				

BID OPENING DATE: **10/09/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	LOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE <i>(304) 288-4116</i>	DATE <i>9/30/08</i>
TITLE <i>Member</i>	FAX <i>55-0773278</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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



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**FRANK WHITTAKER**  
**304-558-2316**

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
*BIM Environmental LLC*  
*120 Calvin Street*  
*Fairmont, WV 26554*

SHIP TO  
 DIVISION OF NATURAL RESOURCES  
 CANAAN VALLEY RESORT  
 ATTN: PARK SUPERINTENDENT  
 HC 70, BOX 320  
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BID OPENING DATE: **10/09/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.  (XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.  ***** THIS IS THE END OF RFQ DNR209029 ***** TOTAL: <u>72,000.00</u>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE <i>(304) 208-4116</i>	DATE <i>9/30/08</i>
TITLE <i>Member</i>	FAX <i>55-8773278</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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Services shall consist of the following:

Operation, repair & maintenance, monitoring, and sampling of five (5) sewage-treatment plants located throughout the park (including the following areas: cabin area, ski area, lodge area, campground area, and golf clubhouse area), lift stations, manholes, chlorine contact units, polishing ponds, effluent outlets and oil & water separation unit.

A mandatory pre-bid will be held on-site on September 30, 2008, at 10:00 a.m.

Contractor to conduct operations and maintenance visits in accordance with all operational standards and guidelines mandated by the West Virginia Division of Environmental Protection.

Contractor to collect and submit, for analysis, all wastewater samples as required by the various governmental regulatory agencies.

Contractor must be available at all times to meet with regulatory agencies' personnel and/or inspectors.

Contractor must maintain all required files, records and permits in accordance with all applicable regulations Copies of all transactions and reporting data, including maintenance logs, and invoices will be provided to the park superintendent's office at a minimum of once per month, by no later than the 10<sup>th</sup> day of the following month.

Contractor will perform all general maintenance and repairs on all treatment plants, lift stations (including electric pumps and motors), manholes, chlorine contact chambers, collection lines, polishing ponds, effluent outlets, flow meters, and all other associated equipment. General and preventive maintenance repair failure that causes major repairs will be the responsibility of the contractor to repair. General maintenance and repairs are those items which do not exceed \$2,500.00 per repair per plant, lift stations (including electric pumps and motors), manholes, chlorine contact chambers, collection lines, polishing ponds, flow meters, and all other associated equipment. Contractor must submit copies of all repair invoices by no later than the 10<sup>th</sup> day of the following month. Major repairs are defined as those repairs that exceed \$2,500.00 in cost.

Contractor will directly assist park staff on major repairs to the entire collection system.

Contractor is responsible for the cost of sludge pumping from wastewater plants, sufficient to maintain plants in proper working condition or at the direction of the park superintendent. All records of sludge pumping and removal shall be maintained by the Contractor and copies of such activity shall be turned into the park superintendent on a

monthly basis, by no later than the 10<sup>th</sup> day of the following month. Contractors hauling and removing sludge shall have proper permits in accordance with all regulations regarding the transport and disposal of sludge wastes. Minimum sludge pumping shall be no less than 135,000 gallons per year with an **emphasis on solids removal.**

Cost of re-sampling due to delays, or improper sampling, will be the responsibility of the contractor.

The Contractor will be on call twenty-four (24) hours a day and seven (7) days a week. The Contractor's phone number is (304) 288-4116 or (304) 363-3685

Emergency response time must be no less than **six** hours from the time of call.

Contractor will be responsible for purchase of chemicals and necessary treatment and maintenance items for full and complete operation of all listed facilities

Life of Contract: This contract becomes effective at 12:00 AM on November 1, 2008 and will extend for a period of one year until 11:59 PM on October 31, 2009.

**Renewal: This contract may be renewed upon the mutual agreement, in writing, of the spending unit and Contractor, submitted to the Director of Purchasing within thirty (30) days of expiration date. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to two (2) successive one (1) year periods.**

\*Special note: NPDES Permit requires separate Summer and Winter Season samplings as well as certain holiday period samplings are required. Interested vendors may review the NPDES permit at the Canaan Valley State Park office, M-F 8AM to 4 PM. *Sampling must be done with the approved vendor and must be submitted by the dates required by the permit.*

Permit, DMRs and all documentation may be reviewed at park office Monday – Friday, excluding Holidays, 8AM-4PM. Copies are available at \$1.00 a page.

Contractor must submit current applicable state certifications for the qualified operation of the described facilities prior to contract award.

Contractor must be a registered vendor with the State of West Virginia.

Prevailing wage rates apply for Tucker County, West Virginia.

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**VENDOR OWING A DEBT TO THE STATE:**

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

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

*West Virginia Code §21-1D-5* provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

**ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**LICENSING:**

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: BEM ENVIRONMENTAL LLC

Authorized Signature: [Signature] Date: 2/30/08





STATE OF WEST VIRGINIA  
DEPARTMENT OF HEALTH AND HUMAN RESOURCES

This Is To Certify That

TIM BOSLEY

has complied with Title 64, Series 5 of the  
West Virginia Legislative Rules, Division of Health,  
and is hereby certified as a

Class I Waste Water Treatment Works Operator



*Joseph P. Schock*

Director, Office of Environmental Health Services

Certificate Number 5236

Date Issued MARCH 18, 1997





STATE OF WEST VIRGINIA  
DEPARTMENT OF HEALTH AND HUMAN RESOURCES

This We Do Certify That

TIM BOSLEY

has compiled with Title 64, Series 5 of the  
West Virginia Legislative Rules, Division of Health,  
and is hereby certified as a  
Class 1-S Waste Water Treatment Works Operator

Director, Office of Environmental Health Services

Certificate Number WS5510

Date Issued AUGUST 9, 1999



**WEST VIRGINIA DIVISION OF ENVIRONMENTAL PROTECTION  
OFFICE OF WATER RESOURCES**

**AND  
WEST VIRGINIA ENVIRONMENTAL TRAINING CENTER**



**CERTIFY THAT**

**TIM BOSLEY**

is recognized in the State of West Virginia as a

**CERTIFIED WASTEWATER LABORATORY TECHNICIAN**

03-09-98

Date

*Dee E. Caldwell*

DEP Laboratories/Quality Assurance

325

Certificate Number

*Richard S. Whigam*

WV Environmental Training Center

BOSLEY, TIM  
120 CALVIN ST  
FAIRMONT, WV 26554-2210

J00970

**ELECTRICIAN LICENSE**

CLASS: JOURNEYMAN

ISSUED: 6/28/2008

EXP DATE: 6/30/2009 0:00:00

RESTRICTIONS: See back



Sterling Lewis, Jr.  
Fire Marshal